

# AGREEMENT

between

CVS PHARMACY, LLC  
MISSOURI

and

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL NO. 655

December 30, 2020

THROUGH

December 28, 2024

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## AGREEMENT

THIS AGREEMENT, mutually entered into by and between Missouri CVS Pharmacy, LLC and/or successors and assigns, a signatory hereto, hereinafter referred to as the "Company", and the United Food & Commercial Workers Union Local No. 655, United Food & Commercial Workers Union Local No. 881 and United Food & Commercial Workers Union Local No. 2, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union". Collectively, the Company and the Union, hereinafter referred to as the "parties".

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and to improve industrial and economic relationships between the Company and their employees, to recognize mutual interests, to provide a channel through which information and problems can be transmitted from one to another, to formulate rules to govern the relationship between the Union and the Company, and to promote efficiency and service. These objectives shall guide the parties and be observed by them during the term of this Agreement.

WITNESSETH: That the parties have agreed and do, by these presents, agree as follows:

### ARTICLE 1 - JURISDICTION

Section 1.1 The Union shall be the sole and exclusive bargaining agent for all employees as defined in this Agreement in all matters concerning wages, hours and conditions of employment for all employees employed by CVS in Schnuck Markets, Inc. locations previously represented by the Union excluding Pharmacists, supervisory and other employees as defined by the National Labor Relations Act, as amended, and those employees covered by other Collective Bargaining Agreements with the Company.

Section 1.2 All work and services connected with all operations carried on at the premises of the Company's retail and pharmacy establishments including, but not limited to, the handling and selling of all merchandise, and filling and dispensing of medication, shall be performed only by employees within the unit as defined in this Agreement, and by employees working for the first thirty-one (31) days of their employment provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed in whole or in part by mutual agreement between the Company and the Union.

The Company agrees to notify the Union, in advance, should a new location be opened or leased within Schnuck Markets, Inc. At such time the appropriate Union has a showing of interest, said location shall become a part of the bargaining unit.

Section 1.3 Under no condition shall supervisors perform bargaining unit work, except in case of emergency, such as Acts of God or other conditions beyond the control of the Company, and to the extent that they may perform customer services.

### ARTICLE 2 - UNION SECURITY

Section 2.1 All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

The Company shall not be required to discharge an employee for failure to attain or maintain membership in the Union unless it shall have received three (3) days written notice from the Union prior to the date such discharge is to be effective.

Section 2.2 All new employees must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

CHECKOFF: The Company agrees to deduct initiation fees, Union dues and uniform assessments where lawful, uniformly required as a condition of acquiring or maintaining membership in the Union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefore, in a form authorized by law, and such authorization is turned over to the Company.

The Company agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10<sup>th</sup>) day of each month, furnish to the Company a list of member employees and the amounts due therefore, including dues owing for the succeeding month.

The Company will deduct Union dues and initiation fees on a pay period basis. The Company shall, on or before the tenth (10<sup>th</sup>) day of the following month, remit such dues as authorized to the Union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to resubmit the amount due on the next regular monthly billing.

Once each month, the Company will submit to the Union a list of employees hired the previous month. The list will include the employees' names, social security numbers, phone number, job titles and dates of hire.

Once each year or each week, the Company will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the Company the amounts to be deducted on the regular monthly billing.

Section 2.3 No employee shall be deprived of membership in the Union except in accordance with the Constitution and By-Laws of the Union.

Section 2.4 The Company and/or its agents or representatives agree not to aid, promote or finance any other group or organization which purports to engage in collective bargaining.

Section 2.5 The Company and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, gender identity, age, citizenship, pregnancy, ancestry, genetic information, marital status, gender expression, veteran status or disability in accordance with existing law.

Section 2.6 The Company agrees not to enter into any agreement or contract with their employees, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement.

Section 2.7 The Company agrees to permit an authorized representative or officer of the Union to have access to the stores when bargaining unit members are on duty to satisfy the Union that the terms of this Agreement are complied with, but such representative or officer shall not interfere with the duties of any of the said employees or the business of the Company.

The Union shall have the right to designate a Union Steward for each represented location who shall have top ranking seniority (during the term of their office), irrespective of actual length of service, in case of layoffs, and transfers. One week prior to the transfer of a Steward from one location to another, the Store Manager will notify the Steward of the reason for the transfer. The Steward will then have the right to request a meeting with the Store Manager and a Union Representative to express concerns and discuss the reason behind the transfer.

The Union shall notify the Company of the Stewards under the above paragraph.

The Union Representative, or their designee, will be allowed to meet with all new hires during the new hire orientation. The Company agrees to compensate employees while attending new-hire orientations and agrees to give notice to the Union of a scheduled new hire orientation.

Section 2.8 The Union store card will be displayed in all places where members of the Union are employed in a location visible to the general public. The store card shall be removed at the request of the Union.

Section 2.9 Members of the Union may wear their Union buttons when on duty.

Section 2.10 The Company agrees to schedule up to six (6) employees per bargaining unit off by 6:00 p.m. Friday, and off on weekends or off by 6:00p.m. the day prior to two (2) consecutive days off of the employees choosing to participate in the Volunteer Organizing Program (VOP) with the Union for the sole purpose of protecting market share. The selected employee(s) will be mutually agreeable between the Union and the Company. All provisions of the collective bargaining agreement shall apply with the exception of Section 8.2D regarding preference of available days off. This program will be in effect from the second pay period beginning in January through the first pay period ending in November of each year. New stores for the first year and stores that are undergoing a remodel will not participate in this program. Employees who participate in this program will not wear Company apparel while working in this capacity, nor will any employee who participates in this program use this program to work at organizing any Company affiliated store or facility. The Union will provide the Company quarterly a master list of employees participating in the VOP program.

### ARTICLE 3 - MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, are vested in the Company except as specifically and expressly limited by this Agreement or the applicable law; provided, however, that their right shall be exercised with due regard for the rights of the employees. This paragraph is subject to the Grievance Procedure.

### ARTICLE 4 – DISCIPLINE AND DISCHARGE

Section 4.1 – The Employer may discipline and discharge an employee who has not completed the introductory period set forth in Article 9.1, for any reason without recourse by the employee or the Union to the Grievance and Arbitration Procedure.

Section 4.2 – The Employer may discipline and discharge for just cause an employee who has completed the introductory period.

Section 4.3 Corrective actions will be taken within a reasonable period of time, typically within three (3) business days of the alleged incident contributing to the corrective action, unless extenuating circumstances exist. In addition, the following shall apply;

- A. The Company agrees that it will not suspend, discharge or take any disciplinary action against an employee except for just cause and will follow due process in the adjudication of grievances.
- B. The Company will comply with all applicable "Weingarten rights" related to Union representation at disciplinary and investigatory meetings.

Corrective action will be discussed in the presence of the employee and the Union Steward or the Union Representative or another member of the bargaining unit of the employee's choosing who is at work, unless the employee objects. Based on the operational needs of the business, the Company may request the employee to select an alternative member of the bargaining unit who is at work to attend the above meeting. The employee will be given a copy of the "Corrective Action" and a copy of the "Corrective Action" will be emailed to the Union Representative.

Should an employee be subject to Corrective Action which will result in a warning that immediately precedes termination or actual termination of employment, Store Management will discuss the Corrective Action with the employee in the presence of a Union Steward, or a Union Representative, unless the employee objects.

Work rules and regulations which apply to bargaining unit employees and changes thereafter will be given to the Union prior to implementation. The Union reserves the right to grieve work rules and regulations which were not given within the specified time frame above. Should a grievance be filed, said work rules and regulations shall not be binding until resolution of the grievance is reached. Notwithstanding the above, the Parties agree to meet and negotiate proposed changes to current work rules and regulations.

Once during the term of the Collective Bargaining Agreement, the Company agrees, upon request from the Union, to review specific current Company policies with a committee appointed by the Union.

## ARTICLE 5 - GRIEVANCE AND ARBITRATION

Section 5.1 For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation and application of a specific provision of this Agreement, which arose during the term of this Agreement or any written extension of it. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort made on the part of both parties to settle same promptly through the following steps:

- STEP 1. The grievance shall be presented within seven (7) calendar days after the occurrence of the facts or circumstances giving rise to the dispute by conference between the aggrieved employee, the Union Steward or Union Representative, or both, and a representative of Management. Management shall make its decision known within seven (7) working days thereafter. If the matter is not resolved in Step 1, it shall be referred to Step 2 within two (2) working days. (Discharge grievances may be initiated at Step Two.)
- STEP 2. By conference between the Union Representative and a representative of the Company. The Company shall make its decision known within seven (7) working days thereafter. If the matter is

not resolved in Step 2, it shall be reduced to writing and referred within three (3) working days to Step 3.

STEP 3. By conference between an official or officials of the Union and a designated representative of the Company.

STEP 4. In the event the last step fails to settle the complaint, it shall be referred, within seven (7) working days, to Arbitration.

Section 5.2 In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal Union appeals to the Union's Executive Board, said stay shall not extend more than three (3) days beyond the next regularly scheduled board meeting.

Section 5.3 The Company and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within seven (7) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after the receipt of the panel by both parties. The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties. The expenses of the arbitrator shall be paid for jointly. Should either party postpone a scheduled arbitration date, that party shall be responsible for any cancellation fee.

The parties request that the arbitrator render a decision within sixty (60) days of the close of the hearing or the receipt of the post-hearing briefs, whichever is later.

Both parties agree to issue a joint communiqué to any arbitrator whose ruling is not received within a reasonable time frame.

Such arbitrator shall not be empowered to add to, detract from or alter the terms of this Agreement.

Section 5.4 Grievances will be discussed only through the outlined procedures; except that by mutual agreement between the Union and the Company, the time limits may be waived.

In an effort to continue to improve the relationship between the parties to the Collective Bargaining Agreement the parties have agreed to the following procedures:

- A. When officials of the Union determine that management at a store has repeatedly violated a portion or portions of the Labor Agreement for which there may or may not be specific remedies spelled out in the Agreement and their repeated attempts to remedy the situation through the initial two (2) steps of the grievance procedure have failed, the Union shall notify the Labor Relations Department of the Company in writing of the specific violation(s) that have occurred.
- B. Upon receipt of this complaint the Labor Relations Department of the Company agrees to notify, in writing, the senior person responsible for Store Operations and advise them of the specific complaint and what is required to correct it. The Union will receive a copy of this written notice.

It is not the intent of the parties that the above procedures should circumvent or replace the final two (2) steps of the Grievance Procedure contained within this Article.

Section 5.5 There shall be no lockout or cessation of work pending the decision of the arbitrator.

Section 5.6 If the Arbitrator shall award back wages covering the period of the employee's separation from the payroll of the Company, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had the employee not been suspended or discharged. If the decision of the Arbitrator includes back pay, any backpay award shall not be in excess of one (1) year from the date of discharge or disciplinary suspension.

## ARTICLE 6 - UNION COOPERATION

Section 6.1 The Union shall use its best efforts as a labor organization to enhance the interests of the Company, as an Employer of Union labor.

Section 6.2 The Union agrees to uphold the rules and regulations of the Company with regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Company.

Section 6.3 The Union agrees to cooperate with the Company in maintaining and improving safe working conditions and practices, in improving cleanliness and good housekeeping, and in caring for equipment.

Section 6.4 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Company in suggesting and practicing methods in the interest of conservation and waste elimination.

Section 6.5 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Company in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

Section 6.6 The Union recognizes that automated equipment and technology are now available for the industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree that any necessary retraining will be furnished by the Employer at no expense to the employees.

## ARTICLE 7 - UNAUTHORIZED ACTIVITIES

Section 7.1 During the term hereof, the Union agrees that there shall be no strike or any interference with or interruption of the normal conditions of the Company's business. The Company agrees there shall be no lockout.

Section 7.2 The failure of any employee to cross or work behind a lawful primary labor picket line which has been officially recognized by the St. Louis Labor Council and/or the United Food and Commercial Workers International Union, shall not constitute a violation of this Agreement.

Section 7.3 The Company and the Union mutually agree that in the event of an unauthorized strike or slowdown by an employee or employees that the Company will not file or press suits for monetary damages against the Union. The Union agrees that it will immediately take every reasonable means to induce the employee or employees to return to their jobs or resume standard production. Should such employee or employees refuse to return to work or to resume normal production, the Company may exercise whatever disciplinary action it deems



proper against such employee or employees, including discharge, layoff, loss of seniority rights or other privileges granted employees under this Agreement or the Company policy.

## ARTICLE 8 - HOURS AND WORKING CONDITIONS

### Section 8.1

- A. The basic workweek for all employees covered by this Agreement shall be forty (40) hours, to be worked in five (5) eight (8) hour shifts, not necessarily consecutive. The workweek shall be the Company's seven (7) day payroll period.

Schedules will be arranged to provide as many employees eight (8) hours per day schedules and forty (40) hours per week (thirty-two (32) hours in a holiday week) schedules as is consistent with the needs of the business, and with the further understanding that the hours not consistent with the needs of the business will not be added to accomplish this objective.

- B. The regular workday for full-time employees shall not exceed eight (8) consecutive hours per shift, exclusive of an unpaid meal period.
- C. All time worked in excess of forty (40) hours per week or eight and one-half (8 ½) consecutive hours per shift shall be paid at the rate of time and one-half (1 ½ x) the employee's regular rate of pay. If an employee is scheduled for more than eight (8) hours in a day, that employee will be paid time and one-half (1 ½ x) for all hours over eight (8) hours in that day. Eight (8) hours shall constitute the basic straight time workday for all employees. There shall be no pyramiding of overtime or premium pay.
- D. Scheduled overtime shall be offered by seniority to employees qualified to do the work within the store for the designated time. Employees shall not be required or compelled to work overtime as defined above. However, if an insufficient number of employees volunteer, then qualified employees may be required to work by inverse order of seniority.
- E. All employees shall receive at least one (1) full day off per calendar week, Monday through Saturday, inclusive.
- F. All hours worked on the sixth and/or seventh day of the basic work week or on the fifth and/or sixth day of a holiday week shall be paid at time and one-half (1 ½ x). Notwithstanding the above, employees wishing to maximize their hours by volunteering to work on a sixth and/or seventh day of a regular work week (fifth and/or sixth day of a holiday work week) shall be paid straight time for such hours except as referenced in section 8.1c above.

### Section 8.2

- A. The Store Manager will post a work schedule by seniority (in ink or other permanent means) for all employees, by surname and initial, for the succeeding week as soon as practical, but no later than 11:00 a.m. on Thursday of the current week. This schedule shall be accessible to all employees and the Union. Copies of all schedules shall be posted in one central location accessible to all employees. In addition, the posted schedule shall be the same schedule that is posted on the Company's scheduling application and any changes to the posted schedule will also be changed on the scheduling application concurrently.

- B. All employees shall have a minimum of eight (8) hours off between shifts except that at the employee's option the eight (8) hour minimum may be waived. The Company agrees to schedule ten (10) hours off between shifts for those employees that make such a request no later than the Monday before the schedule is posted. Employees shall not work split shifts.
- C. Starting time for employees shall not be changed without twenty-four (24) hours of notice to each employee affected by such change, except in case of emergency caused by illness, absenteeism, etc.
- D. Thirty-two (32) hours or more per week employees shall have preference of available days off by seniority, department and availability.

Once days off are selected, they will not be changed except in holiday weeks, for reasons beyond the control of the Company or for operational changes. This paragraph shall not preclude the right of the Company to grant, on an individual request basis, a particular day off on an infrequent basis to an employee for a valid reason.

- E. When hours are added to the posted schedule during the week, they shall be given to the most senior qualified part-time employee(s) who are available to work those hours. Such added hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in the number of hours added and when the hours are needed; and further provided such hours will not cause the payment of overtime. If the Company offers the hours to an employee not scheduled the day the added hours are needed, the Company will call the most senior qualified employee, provided such hours will not cause the payment of overtime.
- F. If in case of an emergency an employee fails to report to work as scheduled, then those hours will be offered to the most senior qualified part-time employee(s) working that day and is available to work the needed hours or to the most senior qualified part-time employee not scheduled to work on those days. Such hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in the number of hours offered and when the hours are needed; provided such hours will not cause the payment of overtime. When the Company offers the hours to an employee not scheduled the day the hours are needed, the Company will call the most senior qualified employee, provided such hours will not cause the payment of overtime.
- G. Daily overtime shall be offered by seniority within the store among the employees present and qualified to do the work when the need for overtime arises. Employees shall not be required or compelled to work overtime as defined above. However, if an insufficient number of employees volunteer, then qualified employees may be required to work by inverse order of seniority.
- H. It is agreed that night work after 7:00 p.m. will be assigned on an equitable basis among all employees who work thirty-two (32) hours or more per week and that no thirty-two (32) hours or more per week employee will be required to work more than three (3) nights per week, provided there are additional employees to work said night(s). For the purpose of applying this clause, this employee shall have worked thirty-two (32) hours or more per week for a period of thirteen (13) consecutive weeks. An employee who works less than thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks shall be disqualified from the above three (3) night provision.
- I. Part-time employees with sufficient availability shall be offered a minimum of twenty-five (25) hours per week. In the event that the employee's home store does not have sufficient hours, then these twenty-five (25) hours may be in other stores, but employees will not be required to work outside of the zone or district of the employee's home store. This clause can be waived by the employee.

Full-time employees will be assigned a “home” store for the purpose of being able to work (or be assigned work) on Sundays and Holidays in accordance with Section 16.5. Full-time employees will not be required to work outside of their “home” store except in unusual circumstances. However, employees will not be required to work in multiple stores if hours are available in their “home” store.

If an employee is required by the Company to travel from one store to another during the course of their workday, they shall receive payment for the time of travel subject to Section 8.1C and reimbursement at the regular Company mileage rate.

Section 8.3 All employees working shifts of six (6) or more hours per day will be allowed a paid uninterrupted rest period of fifteen (15) minutes for each one-half ( $\frac{1}{2}$ ) shift worked, not to exceed two (2) rest periods per day. Employees working four (4) hour shifts up to six (6) hour shifts per day shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period per day. Rest periods shall not be required until the employee has been on duty at least two (2) hours.

Section 8.4 The meal period, without pay, shall not exceed one (1) hour per day on the employee’s time and shall be allowed between the beginning of the fourth (4<sup>th</sup>) hour and the ending of the sixth (6<sup>th</sup>) hour after starting time. Any employee working five (5) hours or more shall be entitled to an unpaid thirty (30) minute lunch period, if requested. Such request for a lunch period must be submitted by the Monday prior to the posting of the schedule.

Section 8.5 When an employee shall report for work at the time and place ordered or scheduled, then such employee shall be paid a minimum of four (4) hours pay at the regular rate. Students who are available regularly for as much as four (4) hours in any day during regular store hours shall be covered by the four (4) hour guarantee. The four (4) hour minimum may be waived if mutually agreed to between the Store Manager and the employee.

Section 8.6 When supervision or the Company elects to instruct a member of the bargaining unit to report to the store for emergencies, they will be paid a minimum of two (2) hours pay.

Section 8.7 Hours not worked, but compensated for by the Company [up to a maximum of forty (40) hours per week] shall be credited as hours worked for purposes of seniority, vacation pay, holiday pay, severance pay and wage progression.

Section 8.8 All employees covered by this Agreement who receive hourly compensation, shall record in person, the exact number of hours worked by use of a time clock or other time record keeping instrument. The Company and the Union agree that a proven violation of established time clock rules, including work before punching in or after punching out, may subject an employee to disciplinary action, up to and including discharge. Falsification of payroll records shall be cause for dismissal. Upon request to Store Management, the Company agrees to allow the Shop Steward or Union Representative to check time records for hours worked on employees covered by this Collective Bargaining Agreement; and further agrees, upon reasonable notice, to allow records to be checked where necessary for wage rates.

Section 8.9 The Company agrees to provide a complete first aid kit in each store.

Section 8.10 The Company shall endeavor to furnish a prominent space within each store, in an area accessible to all employees, for official Union notices. “Official” is defined as authorized by the Local Union President. The notices will not be detrimental to the Company, or objectionable in nature.

Section 8.11 Employees are required to be vaccinated/inoculated as required by law or the Company. Employees will not be required to pay for these vaccinations/inoculations.

Section 8.12 The Company, at their discretion, with thirty (30) days advance notice to the Union, may offer voluntary monetary buyouts for any group of employees at any time during the term of this Agreement. The Company will determine how many employees will be eligible for this monetary buyout and the timing for when employees will be allowed to leave the Company under the terms of this monetary buyout.

Section 8.13 The Company reserves the right to utilize Pay Cards in lieu of paper checks as long as there is no additional cost to the employee.

## ARTICLE 9 - SENIORITY

Section 9.1 Seniority shall be defined as the employee's length of continuous service with the Company, or date of entry into the bargaining unit or seniority classification, whichever is later. No employee shall acquire any seniority rights until the employee has been employed by the Company for at least sixty (60) days and the employee shall not be deemed to be entitled to any of the privileges of seniority until the employee has been employed for that long. On the sixty first (61<sup>st</sup>) day, seniority shall apply from the date of employment.

Section 9.2 Seniority of an employee shall terminate for any of the following reasons:

- A. Voluntary resignation.
- B. Discharge for proper cause.
- C. Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail by the Company to the employee's last known address on Company's records.
- D. Failure of an employee to return to work under the terms and conditions of Article 12 (Leaves of Absence).
- E. Where an employee has performed no work for the Company for a period of six (6) months, unless on an approved leave of absence.
- F. Retirement.

Section 9.3 There shall be two (2) seniority lists:

- A. Full-time Pharmacy Technicians - A full-time pharmacy technician is normally scheduled for a forty (40) hour workweek.
- B. Part-time Pharmacy Technicians - A part-time pharmacy technician normally works less than forty (40) hours per week.

Section 9.4

- A. Full-time pharmacy technicians shall have seniority over part-time pharmacy technicians.
- B. If any full-time employees are involuntarily reduced below forty (40) hours for an accounting period, they will have top seniority on the part-time seniority list.
- C. Any full-time employee who voluntarily reduces their hours to part-time status will be put on the part-time clerk seniority list using the employee's original seniority date in the bargaining unit.

Section 9.5 Upon request, the Company shall submit to the Union, in an Excel format, a current seniority list, which includes name, employee ID, store location, hire date, seniority date, wage rate and hours paid in the previous accounting or payroll quarter.

Section 9.6

- A. Employees shall be scheduled by seniority for the most weekly hours.
- B. A full-time seniority date shall be established after an employee has worked forty (40) hours [thirty-two {32} hours in a holiday week] for each week of a calendar quarter or payroll quarter provided that employee maintains similar availability on a forward going basis.
- C. Employees may claim the entire daily shift(s) of a less senior employee, provided claiming the shift(s) does not create overtime, within their classification if the less senior employee has a schedule with more weekly hours, in accordance with availability and ability to perform the type of work within the store in which they work.

Claims under this provision of the Agreement must be made by the employee to the Company no later than 5:00 p.m. on the Saturday of the week the schedule is posted, or the employee forfeits any claim.

- D. In the event a forty (40) hour schedule becomes available, exclusive of manager positions, the following procedure will apply:

Such vacancy shall be posted electronically for a minimum of seven (7) calendar days for all employees within the bargaining unit.

The most qualified senior employee who applies for the opening will be given the first opportunity to work the forty (40) hour schedule.

Employee(s) must have sufficient availability to attain said position(s).

- E. When a forty (40) hour position is filled, the Company will notify the Union in writing of the employee's name, social security number, store location and full-time date.

Section 9.7 Employees may limit their availability as it regards total number of shifts they are available to work in a week and/or the total number of weekly hours they are available to work. This shall not be construed to mean preferential shifts and shall be subject to available store hours.

Section 9.8 It is agreed by the Company that the Pharmacy Manager will not use the scheduling of hours as a punitive measure.

Section 9.9 A full-time (40-hour) employee, who has been reduced below forty (40) hours per week for four (4) out of six (6) weeks in the employee's store, seniority permitting, may replace the least senior full-time employee in the bargaining unit. Requests to exercise seniority in this regard must be made in writing to the Labor Relations Department within one (1) week following the four (4) week period.

Section 9.10 In the event of a store closing, employees in the closed store will be treated as laid off employees in accordance with Section 9.11, paragraphs "B" and "C". Employees unable to avail themselves in paragraphs "B"

and "C" within their same store, shall be allowed to exercise their rights in accordance with Article 21 of this Agreement.

Section 9.11 In the event of layoff, all employees may exercise their seniority in the following manner:

- A. Employees may exercise their seniority on the basis of replacement of the least senior employee working the same store first.
- B. An employee who is displaced as a result of "A" above may have the opportunity to displace the least senior employee in the same store first, if none are available, in other stores in accordance with ability to perform the type of work in the stores closest to that employee's residence.
- C. An employee who is displaced as a result of "B" above may have the opportunity to displace the least senior employee in the same store first, if none are available in other stores, in accordance with ability to perform the type of work in the unit covered by this Agreement.
- D. An employee who is displaced as a result of "C" above will be considered to be on layoff status. Recall to work shall be in accordance with seniority, with the last employee laid off being the first to be recalled, in accordance with ability to perform the type of work.

Section 9.12 PROMOTIONS. In the matter of promotions after giving due regard to seniority, the Company shall have the right to exercise its judgment.

Section 9.13 TRANSFERS. Transfers from one store to another will not be punitive or used for the purpose of discriminating against any employee.

Employees may request a transfer by indicating in writing their desire to relocate to another store. These written requests for a transfer must be sent to the Human Resources Department.

When the Company opens a new store where there are additional full-time openings, employees working forty (40) hours a week, who have advised the Labor Relations Department or the Company in writing of their desire to transfer to a store nearer their home will be considered for such openings in accordance with seniority and availability.

## ARTICLE 10 - UNIFORMS AND DRESS CODE

Section 10.1 Any uniforms or specific neckwear deemed necessary by the Company for its employees shall be furnished by the Company. Such uniforms shall be laundered by the employee and will be replaced as necessary, provided the employee turns in the worn uniform for a new uniform.

Section 10.2 Should the Company make a change in its dress code policy that would require the employee to purchase new items (i.e. pants, shoes, etc.); the Company will provide appropriate notice. After said notice and until the implementation date of the new dress code policy, employees may conform to either the current or new dress code.

## ARTICLE 11 - SUBSTANCE ABUSE

Section 11.1 The Company and the Union recognize the seriousness of substance abuse in our society and in the workplace and the need to approach this problem in a humane and progressive manner and in a manner which recognizes the legitimate privacy rights of the employee.

Section 11.2 In addition, the use of illegal drugs or the consumption of alcohol during breaks or meal periods is strictly prohibited and subjects the employee to disciplinary action up to and including discharge.

Any employee found to be consuming alcoholic beverages, or using illegal drugs, while on duty or while on Company property, will be subject to disciplinary action up to and including discharge.

Section 11.3 Where there is a reasonable basis for believing that an employee is having a problem on the job that may be drug or alcohol related, the Company may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such a request is made, both the employee and the Union Representative (or in the event of the unavailability of the Union Representative, the steward or another member of the bargaining unit of the employee's choosing who is at work) shall be specifically advised of all of the facts forming the basis of the Company's belief that the employee may be having a problem that may be drug or alcohol related. Based on the operational needs of the business, the Company may request the employee to select an alternate member of the bargaining unit who is at work to attend the above meeting. The manager requiring the test will complete a report supporting the reason for having the employee tested.

Section 11.4 In our continued effort to provide a safe, drug free and alcohol free work environment, the Company will require a breathalyzer and/or blood test for alcohol and an urinalysis test for drugs as a routine part of the investigation of the circumstances present at the time of an "on-the-job accident" which results in medical treatment away from the store. A drug and alcohol screen will be required of all employees involved in or contributing to the incident giving rise to the injury.

Section 11.5 Any test performed under this Article shall be performed at a doctor's office, clinic or hospital, or through an on-site drug and alcohol collection process at the Company's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Furthermore, the Company agrees that the testing lab(s) selected shall be certified by the Department of Health and Human Services (DHHS) and will meet any future governmental guidelines that may be developed for the purpose of controlling laboratories involved in alcohol and drug screen testing. Testing facilities used by the Company follow the Department of Health and Human Services (DHHS) chain of custody requirements.

For alcohol, if available, a breathalyzer test will be given. If the breathalyzer test is negative no further tests will be performed. Should the breathalyzer test not be available or if available and it is positive a confirming test shall be performed (i.e., a confirming breathalyzer, or a blood test).

For drugs, two tests may be performed on the sample taken. The first test performed shall be a screening test of an enzyme immunoassay more commonly called the EMIT test. Should the EMIT test be negative, no further tests will be performed. Should the EMIT test be positive, a second confirming test shall be performed. The test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test. The aforementioned tests will be used unless a more reliable test(s) becomes available in the future.

At such a time that the level of impairment for tetrahydrocannabinol (THC) use is established by the State of Missouri or Illinois, then those guidelines will be used to determine impairment of an employee in regard to this article.

Section 11.6 If an employee is tested for reasonable cause, and the tests prove positive for drugs or alcohol, the employee will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the employee's length of service [if at least eighteen (18) months], work history, the seriousness of the violation and other factors involved. However, any gross misconduct will result in immediate discharge. Should the employee not be discharged, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. The employee will be referred to an assistance program for evaluation and must complete any recommended program. Subsequent positive tests will result in disciplinary action, up to and including discharge.

If an employee is tested because they were injured "on-the-job" and the tests prove positive for drugs or alcohol the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge. Should the employee not be discharged the employee will be given the opportunity to be referred to an employee assistance program and, after an evaluation, the employee may be urged to consider participation in an alcohol and/or drug treatment program.

To the extent required to enable the employee to participate in such a program, the employee shall be allowed to take an unpaid leave of absence in accordance with the Leave of Absence provisions of the Collective Bargaining Agreement. Cost of any rehabilitation program shall be the responsibility of the employee or the employee's medical program if applicable.

It shall be a condition of continued employment for employees at the completion of the aforementioned Leave of Absence and/or disciplinary suspension to submit to a follow-up drug and/or alcohol screen prior to returning to work. Should the results of the follow-up drug and/or alcohol screen also show a positive finding, and the results have been verified by a second test, the employee will be terminated.

As a further condition of returning to work after the aforementioned Leave of Absence and/or a disciplinary suspension an employee will be subject to random tests during the first (1<sup>st</sup>) year after returning to work. In the event the random test proves positive for drugs or alcohol, the employee will be discharged.

Section 11.7 If the employee refuses to take any of the aforementioned drug and/or alcohol tests the employee will be discharged.

Section 11.8 Test results are sent to the EAP representative or designated representative(s) at the Company's corporate offices. The Company will inform the Union in writing of the designated representative(s).

Company records shall be kept in strict confidence, and neither said records nor the contents thereof shall be disseminated to any third party except upon written authorization by the employee, or to the extent required by law, or to the extent required by the Company for use in any proceeding involving the employee.

Section 11.9 In the event any test results do not establish that the employee tested positive for alcohol or drugs, then the Company shall expunge from its records all references to the testing.



## ARTICLE 12 - LEAVES OF ABSENCE

Section 12.1 A Leave of Absence shall be defined as a period during which an employee must, for legitimate reasons, be absent from work. Leaves under this Article shall be limited to:

- A. Military
- B. Medical/Maternity
- C. Union
- D. Management
- E. Personal
- F. Care of newborn or adopted child

They shall be for a specified length of time and without pay.

Section 12.2 MILITARY LEAVE. In the event an employee covered by this Agreement enters into the Armed Forces of the United States, the employee shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

Employees who are members of a National Guard unit and are required to attend training will be granted a leave of absence for this purpose. The employee may, at the employee's option, elect to take this time as vacation time or take vacation time at another time.

All laws governing the rights and privileges of service personnel as per the Selective Service Act and Uniform Services Employment and Reemployment Rights Act (USERRA) shall be applied and adhered to. An employee choosing to maintain their current Employer sponsored Medical coverage shall be responsible for paying their normal weekly premiums, as outlined in Article 18, in order for their coverage to remain in effect.

Section 12.3 MEDICAL/MATERNITY LEAVE. A leave of absence for reason of extended personal illness, injury or maternity shall be granted to all employees, with six (6) months or more of consecutive service, for an initial period not to exceed thirty (30) days, provided such request is supported by satisfactory medical evidence. Such leave shall be in addition to any FMLA leave an employee may be entitled to. If at the end of thirty (30) days, the employee is unable to return to work, the leave may be extended for an additional thirty (30) days and each thirty (30) days thereafter, up to a maximum of twelve (12) months, provided such request for an extension is supported by satisfactory medical evidence. An employee will not be required to submit additional thirty (30) day leave extensions when verification from the attending physician of the need for a leave of more than thirty (30) days is presented, so long as the time period of leave is indicated, and so long as additional leave time does not become necessary.

Section 12.4 Following compliance with the terms of Section 12.3 above, an employee, upon returning to work with a doctor's release indicating physical fitness to return to work, shall be placed in the same or comparable job, seniority permitting, and shall receive the rate of pay then established for the job. The employee will be scheduled for work on the next posted schedule in accordance with seniority, provided that the necessary notification and/or release was presented to the Company at least twenty-four (24) hours prior to the time called for in this Agreement for the posting of the written schedule.

Section 12.5 UNION LEAVE. When an employee leaves employment with the Company to take employment with a Local Union or the United Food & Commercial Workers International Union, the employee shall be considered on a leave of absence up to a maximum of one (1) year, and the employee shall, after completion of such employment with the Union, return to the employee's former employment with the Company, and the employee's seniority shall continue uninterrupted.

Employees duly elected to serve as a Vice President with a Local Union or appointed as a Shop Steward, shall upon giving proper notice, be granted an unpaid leave of absence to attend scheduled meetings or conferences. However, at the employee's request, when attending meetings of four (4) or less hours, the employee will have the daily work schedule adjusted without penalty to the employee.

Section 12.6 MANAGEMENT LEAVE. A management leave of absence may be granted to an employee accepting a management position with the same Company subject to the written approval of the Company for a period of time not to exceed three (3) years. Seniority will not be interrupted during this period.

Section 12.7 PERSONAL LEAVE. A personal leave of absence may be granted to employees having six (6) months or more of continuous service subject to the written approval of the Company.

Section 12.8 LEAVE OF ABSENCE FOR CARE OF NEWBORN OR ADOPTED CHILD. For employees with six (6) months or more of continuous service, a leave of absence for either parent shall be granted without pay for a period of up to four (4) weeks for the purpose of newborn or adopted childcare. Such leave shall be in addition to any FMLA leave an employee may be entitled to. The employee shall be guaranteed reinstatement in accordance with the employee's seniority. An employee who wishes to change the employee's date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Company may require verification of the parent relationship to the newborn or the adopted child.

Section 12.9 GENERAL PROVISIONS. All requests for leave shall be submitted to the CVS Leave of Absence Department.

It shall be the responsibility of an employee who is on leave to notify the Company if they are unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure.

A copy of the approved Leave of Absence will be forwarded to the Union office.

Seniority shall continue to accrue during leaves of absence.

### ARTICLE 13 - SICK DAYS

On January 1 of each year, full-time employees who were paid one thousand five hundred sixty (1560) hours or more in the prior calendar year will be granted two (2) sick days.

Full-time employees with one (1) or more years of service who normally work thirty (30) or more hours per week who were on an approved leave of absence during the prior calendar year will be afforded the sick days should they average thirty (30) or more hours per week for the weeks actually worked.

All unused sick days will be paid by the end of January in the subsequent year. However, employees have the option to use sick days as personal holidays in accordance with the procedure outlined in Article 16. Unused sick days will be paid to the employee upon termination. Any employee who is discharged for dishonesty or does not give at least one (1) week of notice shall forfeit all rights to sick days.

Employees who are not eligible for sick days as described in the preceding paragraphs, but who are eligible for and participating in health care benefits will be granted thirty-six (36) hours per calendar year for the purposes of Health and Welfare contributions only. Employees will notify the Labor Relations Department with the request for contributions to be made to maintain eligibility for health care benefits.

## ARTICLE 14 - BEREAVEMENT LEAVE

In the event of the death of a parent, grandparent, grandchild, brother, sister, spouse, same-sex domestic partner, son, daughter or present mother-in-law, father-in-law, brother-in-law, sister-in-law, present step-father, present step-mother of an employee, the Company will grant a leave of absence from day of death until and including the day after the funeral/memorial service, not to exceed three (3) days with pay for scheduled working days.

## ARTICLE 15 - JURY DUTY

Employees with six (6) months or more of service who are subpoenaed and who report for jury service shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight time hourly rate of pay. When an employee is released for a day or the greater part of the day, the employee shall report to the store for work except that if a night work employee is required to be on jury duty more than four (4) hours in any one day, the employee shall not be expected to report for work that night providing the employee is scheduled to serve on jury duty the following day. Payment for Jury Duty will require the submission of appropriate documentation from the court

## ARTICLE 16 - SUNDAYS AND HOLIDAYS

Section 16.1 The following days shall be recognized as holidays and shall apply only to employees who have completed six (6) months of service: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days legally celebrated in lieu thereof.

In addition to the above holidays, employees, who have attained full-time seniority status shall be granted three (3) personal holidays subject to the same conditions set forth in this Article for other holidays. Employees who attain full-time seniority status, will be eligible for personal holidays during their initial calendar year as a full-time employee based on the following:

Attains full-time status between January - June . . . . . Three (3) personal holidays

Attains full-time status between July – September . . . . . Two (2) personal holidays

Attains full-time status between October – November. . . One (1) personal holiday

Attains full-time status in December . . . . . Zero (0) personal holidays

Effective December 30, 2020, part-time employees who have been employed for at least one (1) year of service combined with their former employer "Schnucks" and CVS, shall be granted one (1) personal holiday.

In addition, effective December 30, 2020, part-time employees that have ten (10) years or more of service combined with their former employer "Schnucks" and CVS, shall receive three (3) personal holidays.

These personal holidays shall be scheduled on a day which is mutually agreeable to the employee and the Company. After employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1<sup>st</sup>.

Each January 1, eligibility for personal holidays shall be determined for that year based on the employee's full-time or part-time status and employment date. Personal holidays will be paid in accordance with Section 16.2. Employees shall not be denied personal holidays because of absence from work because of an approved medical leave of absence.

Section 16.2 Full-time employees shall be paid eight (8) hours holiday pay. All part-time eligible employees shall receive holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with the following schedule:

Under 1,249 hours . . . . .	4 hours pay
1,249 hours through 1,456 hours . . . .	5 hours pay
1,457 hours through 1,664 hours . . . .	6 hours pay
1,665 hours through 1,872 hours . . . .	7 hours pay
Over 1,872 hours . . . . .	8 hours pay

Section 16.3 Employees must work the scheduled day before the holiday, the holiday (if scheduled to work), and the scheduled day after the holiday to qualify for holiday pay. However, if an employee is absent due to proven illness or the absence is approved in advance by the Company (with the exception of approved leaves of absence referenced in Article 12 or FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week.

Section 16.4 During weeks in which holidays occur, full-time employees will be scheduled for a minimum of thirty-two (32) hours work in four (4) shifts during a holiday week. Weekly overtime will not be paid in a holiday week until after forty (40) hours of actual work.

Section 16.5 Sunday work may be part of the basic workweek.

Employees shall be paid a premium of one-dollar (\$1.00) per hour in addition to their regular straight time hourly rate of pay for hours worked on holidays for their first year of employment and two-dollars (\$2.00) per hour, in addition to their regular straight time rate of pay, after one (1) year of employment.

Work on Sundays and holidays shall be on a voluntary and rotating basis among qualified employees. However, if not enough employees volunteer to work, then such work will be assigned to qualified employees on an inverse seniority basis.

When Sunday work is part of the basic workweek, management will attempt whenever possible to make schedules with two (2) consecutive days off, when requested by the employee.

Hours worked on Sundays and holidays will apply toward the following:

1. Wage progression
2. Vacation hours
3. Holiday pro rata pay
4. Seniority
5. Funeral leave
6. Jury duty

Section 16.6 CVS locations shall only operate on the following days/hours, provided their respective Schnuck's location is open; Thanksgiving Day, Christmas Day, after 6:00 p.m. on Christmas Eve and 8:30 p.m. on New Year's Eve. Work after 6:00 p.m. on New Year's Eve shall be voluntary, however, should an insufficient number

of employees volunteer, the Company may assign employees to work after 6:00 p.m. by inverse seniority. Stores will open no earlier than 8:00 a.m. on New Year's Day. No employee will be required to work before 8:00 a.m. on New Year's Day. However, employees may work before 8:00 a.m. on New Year's Day on a voluntary basis. When Christmas Day falls on Sunday, there shall be no work on that day, and pay and work for the following Monday will be in accordance with Section 16.5 above.

Section 16.7 Employees shall be entitled to earned personal holidays due but not taken in the calendar year in which they terminate employment.

Any employee who is discharged for dishonesty or does not give at least one (1) weeks' notice shall forfeit all personal holiday rights.

## ARTICLE 17 - VACATIONS

Section 17.1 Employees shall be entitled to vacation in accordance with the following:

A. Earned vacation shall be taken between January 1 and December 31. Employees earn vacation in the year prior to that which it is taken.

B. Employees shall be eligible for vacation with pay according to the following schedule:

Any employee who has completed one (1) year of continuous employment as of January 1 is entitled to one (1) week of vacation with pay to be taken during the following twelve (12) months.

Any employee who has completed three (3) years of continuous employment as of January 1 is entitled to two (2) weeks of vacation with pay to be taken during the following twelve (12) months.

Any employee who has completed seven (7) years of continuous employment as of January 1 is entitled to three (3) weeks of vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed fifteen (15) years of continuous employment as of January 1 is entitled to four (4) weeks of vacation with pay to be taken any time during the following twelve (12) months.

Any employee who has completed twenty (20) years of continuous employment as of January 1 is entitled to five (5) weeks of vacation with pay to be taken any time during the following twelve (12) months.

Employees hired after December 31, 2020, shall be eligible for vacation in accordance with the schedule above, with a maximum of four (4) weeks paid vacation.

C. Employees hired from Schnucks will have their Schnucks employment counted toward continuous employment in 17.1B.

D. Employees who have completed their probationary period and who have less than one (1) year of continuous service on January 1 following their employment date will be entitled to a pro rata vacation as follows:

1 month by January 1	1/12 vacation pay
2 months by January 1	2/12 vacation pay
3 months by January 1	3/12 vacation pay
4 months by January 1	4/12 vacation pay
5 months by January 1	5/12 vacation pay
6 months by January 1	6/12 vacation pay
7 months by January 1	7/12 vacation pay
8 months by January 1	8/12 vacation pay
9 months by January 1	9/12 vacation pay
10 months by January 1	10/12 vacation pay
11 months by January 1	11/12 vacation pay

This pro rata vacation must be taken in the calendar year following the year of hire, but not before the employee has been employed for at least six (6) months.

Section 17.2 The employer will post a vacation schedule effective January 1 of each year. Employees will exercise their preference by March 31 of each year and vacations will be scheduled according to seniority. The employee will be notified by the employer within thirty (30) days after the posting deadline. Vacations shall be selected by date of hire.

Employees who fail to select vacations by March 31<sup>st</sup> will select on a first come first served basis.

No vacations can be carried over from year to year.

Section 17.3 Vacation pay for all employees shall be based on the employee's rate of pay at the time vacation is taken and will be determined by averaging the hours worked per week in the twelve (12) month period commencing January 1<sup>st</sup> to December 31<sup>st</sup> in the year prior to taking vacation. However, in no event shall a week's vacation pay exceed the number of hours in the basic workweek times the employee's regular straight time hourly rate.

Full-time employees who average thirty-eight (38) hours or more per week will receive forty (40) hours vacation pay.

The Company must notify the Union within sixty (60) days after the effective date of this Agreement as to the method used to determine vacation and must at all times stay with this choice during the life of this Agreement.

Section 17.4 Employees will be allowed to use their vacation, one (1) day at a time.

Section 17.5 Unused vacation from the prior calendar year will be paid to employees by the end of the Company's first period of each new year.

Section 17.6 Leaves of absence for illness and/or injury of ninety (90) days or less in a calendar year shall not affect vacations. Vacation calculation for Leaves of absence beyond ninety (90) days shall be based on the hours paid in the previous year divided by fifty-two (52) weeks.

Section 17.7 In case of a death of an employee, unpaid vacation benefits will be paid to the employee's beneficiary.

Section 17.8 Any employee who is laid off or quits after the employee's anniversary date shall be entitled to earned vacation due, but not taken. In addition, any employee with three (3) years of service shall be entitled to pro-rata vacation pay based on one-twelfth (1/12) for each full month worked past January 1 of that year.

## ARTICLE 18 - HEALTH & WELFARE

Section 18.1 Effective December 1, 2020, for hours paid in November, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57) per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2021 (for hours paid in May, 2021), the Company shall pay four dollars and ninety-nine cents (\$4.99) per hour.

Effective June 1, 2022 (for hours paid in May 2022), and for all subsequent periods during the term of this agreement, the Employer will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits.

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

Section 18.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage. If the trustees change the required amount in the future for employees whose spouses do not have their own primary health insurance this amount will change to the adjusted amount established by the Trustees.

Section 18.3 All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Company. Such deductions shall be as follows:

Effective January 1, 2021, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$19.25	\$24.00	\$13.50	\$18.25	\$7.00	\$12.00
EE + Child(ren)	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
EE + Spouse*	\$32.50	\$37.00	\$24.00	\$28.75	\$18.25	\$23.00	\$12.00	\$17.00
Family*	\$37.00	\$41.75	\$28.75	\$33.25	\$23.00	\$27.50	\$17.00	\$22.00

Effective July 1, 2022, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$20.25	\$25.00	\$14.50	\$19.25	\$9.00	\$14.00
EE + Child(ren)	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
EE + Spouse*	\$32.50	\$37.00	\$25.00	\$29.75	\$19.25	\$24.00	\$14.00	\$19.00
Family*	\$37.00	\$41.75	\$29.75	\$34.25	\$24.00	\$28.50	\$19.00	\$24.00

Effective July 1, 2023, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$21.25	\$26.00	\$15.50	\$20.25	\$10.00	\$15.00
EE + Child(ren)	\$32.50	\$37.00	\$26.00	\$30.75	\$20.25	\$25.00	\$15.00	\$20.00
EE + Spouse*	\$32.50	\$37.00	\$26.00	\$30.75	\$20.25	\$25.00	\$15.00	\$20.00
Family*	\$37.00	\$41.75	\$30.75	\$35.25	\$25.00	\$29.50	\$20.00	\$25.00

Effective July 1, 2024, weekly deductions shall be as follows:

	Plan A		Plan B		Plan C		Plan D	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
EE Only	\$27.75	\$32.50	\$22.25	\$27.00	\$16.50	\$21.25	\$11.00	\$16.00
EE + Child(ren)	\$32.50	\$37.00	\$27.00	\$31.75	\$21.25	\$26.00	\$16.00	\$21.00
EE + Spouse*	\$32.50	\$37.00	\$27.00	\$31.75	\$21.25	\$26.00	\$16.00	\$21.00
Family*	\$37.00	\$41.75	\$31.75	\$36.25	\$26.00	\$30.50	\$21.00	\$26.00

\* Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage. If the trustees change the required amount in the future for employees whose spouses do not have their own primary health insurance this amount will change to the adjusted amount established by the Trustees.



The cost sharing amounts for any plan not listed above will be determined by the bargaining parties.

An employee who elects to decline coverage and not to pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee's declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

Section 18.4 The Company shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12<sup>th</sup>) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2016. The Company's obligation begins with hours worked on and after June 1, 2017.

Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.

Section 18.5 An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Additionally, to be eligible for coverage under the ERIP program an employee's last day of employment must be in one of the following months: January, February, March, April, August, September, and October. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

Section 18.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 18.7 The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

#### ARTICLE 19 - PENSIONS

At such time there is a viable Pension Plan available that ensures no liability for contributing employers at a cost not to exceed one dollar (\$1.00) per hour the parties agree to open the contract for the sole purpose of bargaining employer contributions out of the 401k into the said Pension Plan. During such reopener, Article 7, Section 7.1 shall not apply.

#### ARTICLE 20 - 401(K) - SAVINGS PLAN

Employees are eligible to participate in the CVS-Future Fund 401K Plan. The Company shall match employee contributions (up to 5% of eligible pay) each pay period.

Employee contributions and company matching contributions shall be invested in accordance with the employee's investment election on file. In the event that there is not an investment election on file, the contributions shall be invested in the age-appropriate target date fund available under the Future Fund based upon the employee's target retirement date at age 65.

Specific eligibility requirements and additional details regarding the Future Fund, including loan and distribution provisions available under the general terms of the Future Fund, are described in the governing Future Fund document and Summary Plan Description ("SPD"). A copy of the SPD shall be made available to the Union. Except as otherwise provided in this Article, nothing contained in this Agreement shall supersede the actual terms of the Future Fund as described in the Future Fund document or SPD. The Company reserves the right to amend the Future Fund from time to time, in its sole discretion, and any such amendment shall be applicable to the employees covered by this Agreement; provided, however, that no changes shall occur with respect to the matching provisions specified herein during the term of this Agreement.

All employees shall be one hundred percent (100%) vested in the above required contribution.

#### ARTICLE 21- STORE CLOSING

Section 21.1 In the event the Company closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week of pay for each year of continuous service with CVS commencing with the third (3<sup>rd</sup>) year of continuous service for employees averaging twenty-five (25) or more hours per week and the fifth (5<sup>th</sup>) year for employees averaging less than twenty-five (25) hours per week up to but not to exceed eight (8) weeks of pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee with CVS, will receive pro-rata severance pay for that year as follows:

- 0 - 3 months equals twenty-five percent (25%) of a week of pay.
- 3 - 6 months equals fifty percent (50%) of a week of pay.
- 6 - 9 months equals seventy-five percent (75%) of a week of pay.
- Over nine (9) months equals one (1) week of pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

For employees who were on an approved leave of absence during the fifty-two (52) weeks preceding a voluntary layoff or termination, severance pay shall be computed based on average hours per week for the weeks actually worked.

Section 21.2 The Company shall continue contributions to the 401(k) and Health and Welfare Trust Fund for three (3) full months following termination for those employees who were eligible for coverage at the time of their termination. This does not apply to those employees who secure employment with a contributing Company in the Health and Welfare Trust Fund who makes a payment on their behalf for the first three (3) full months.

Section 21.3 Employees who are eligible for severance pay shall be entitled to holiday pay for calendar holidays that fall within thirty (30) days after their termination.

All employees who are terminated as a result of store closing shall receive pay for earned personal holidays and earned pro-rata vacation in accordance with the provisions of Article 17, Section 17.8.

Section 21.4 All monies due employees shall be paid in a lump sum upon termination.

Section 21.5 An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits the employee's seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period if the employee has not been recalled, the employee will be paid severance pay and forfeit the employee's seniority. Any extensions of this ninety (90) day period must be agreed in writing and signed by the employee, a representative of the Union, and the Company. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

Section 21.6 If an employee is offered a transfer within thirty (30) miles of the store in which the employee was last working, and the job is comparable (similar type of work and similar number of hours worked per week) and the employee refuses to accept the transfer, the employee shall forfeit all rights to severance pay, holiday pay and 401(k) and Health and Welfare contributions.

Section 21.7 If a store is sold and the successor Company offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article, and the new job is comparable, then Section 21.1 of the Article shall not apply. Comparable is defined as:

- A. Similar type of work.
- B. Similar number of hours [i.e., an employee's average weekly hours for the first thirteen (13) weeks of employment with a new Company is at least within two (2) hours of the average weekly hours worked for the prior fifty-two (52) weeks for the former Company].
- C. Rate of pay is not less than one (1) bracket below their current rate of pay.

Section 21.8 The Company agrees to give to the employees and the Union a three (3) week notice in advance of a store closing or sale, unless cause for such closing is outside of the Company's control and the Company was not afforded advance notice. When such notice is given, an employee shall remain with the Company or forfeit the employee's rights under this Article unless mutually agreed to by the employee, Company and Union. Failure of the Company to give the required three (3) week notice shall result in the payment of three (3) weeks pay to the employees terminated as a result of the store closing.

Section 21.9 No benefits shall accrue under the terms of this Article unless the Company makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, or condemnation, then this Article shall not apply.

Section 21.10 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate for the contract covering the area to which they are transferred, whichever is greater.

## ARTICLE 22 – MISCELLANEOUS

DEA Compliance – Incumbent Background Checks: The Employer will administer an Incumbent pharmacy employee Background Check program to ensure compliance with DEA standards of prohibiting any employee from access to controlled substances if they have been convicted of a felony related to controlled substances. The purpose of the background checks are to continue to meet DEA and other government agencies guidelines while providing a safe and healthy service to patients and customers. This program will be administered under the same terms and conditions as it applies to other CVS pharmacy employees and if it is to be changed or be amended, CVS agrees to meet with the Union to discuss and agree on said changes.

OIG – In the event a pharmacy employee is listed on a Federal or State excluded parties list, that employee will be removed from the schedule until such time as they are removed from such list. If, after sixty (60) days, they remain on the excluded parties list, their employment may be terminated. In the event that an employee requires a certification or license in order to work, and that certification or license is expired or suspended, that employee will be removed from the schedule until such time that they are eligible to work. If, after sixty (60) days, they are not eligible to work, their employment may be terminated. On a regular basis, the Company will contract to have the appropriate databases reviewed to determine work eligibility verified for all employees. Nothing in this section shall preclude an employee from filing a grievance to correct any adverse action caused by error or misidentification.

## ARTICLE 23 - SEPARABILITY

Section 23.1 If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. The parties shall meet and negotiate regarding the provision declared to be invalid and a replacement for it.

Section 23.2 No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the parties unless made and executed in writing by the parties.

ARTICLE 24 - TERM OF CONTRACT

THIS AGREEMENT shall continue in full force and effect from December 30, 2020, through December 28, 2024, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

It is further provided that any improvements, changes or amendments, unless otherwise provided for in the new Agreement, shall become effective on the day following the expiration date of the old Agreement provided there has not been a work stoppage.

FOR THE UNION:

David M. Cook  
Local 655

Steven M. Powers  
Local 881

W. S. Sini  
Local 2

Date: \_\_\_\_\_

FOR THE COMPANY:

Robert A. Loran  
CVS

\_\_\_\_\_  
CVS

Date: February 2, 2021

## SCHEDULE "A" - WAGES

Effective 6/28/20, the minimum base rate for all employees shall be \$11.00 per hour.

Effective 12/27/20, the minimum base rate for all employees shall be \$12.00 per hour.

Effective 12/26/21, the minimum base rate for all employees shall be \$12.50 per hour.

Effective 1/1/23, the minimum base rate for all employees shall be \$13.00 per hour.

Effective 12/31/23, the minimum base rate for all employees shall be \$13.50 per hour

All employees shall be paid no less than the minimum base rate above.

Regardless of the minimum base rate outlined above, all employees shall have a base rate not less than one dollar (\$1.00) above Federal or State minimum wage so long such Federal or State minimum wage does not exceed fifteen dollars (\$15.00) per hour.

Effective 12/27/20, all employees shall receive a wage adjustment equal to 1% for each full year of service up to a maximum of 10% (including prior Schnucks service).

Effective 6/28/20, 6/27/21, 6/26/22, 6/25/23 and 6/30/24 all employees shall receive a minimum increase of forty cents (40¢) per hour.

In the event there is a State or Federal minimum wage increase or the Company implements a base rate increase in excess of the minimum base rates shown above, the parties agree to meet to negotiate the effects. During such reopener, Article 7, Section 7.1 shall not apply.

Employees performing the duties of Lead shall receive an additional premium of sixty cents (60¢) per hour added to their base rate of pay.

Employees receiving in excess of the above rates shall not have their pay decreased because of this Agreement.

The Company, at its discretion and with notice to the Union, may institute motivational incentive programs with monetary or other rewards. The programs may be for any group of employees and may commence or be discontinued at any time.

The Company agrees to reimburse employees for the cost of certification [preparation materials through the employer, all application fees and a test fee (one time only)]. The Company agrees to provide accredited training, at no cost to the employee, to meet their license obligations.

Employees scheduled or required to work after 9:00 p.m. or prior to 6:00 a.m. shall be paid sixty cents (60¢) per hour in addition to the regular straight-time hourly rate for all such hours worked between 9:00 p.m. and 6:00 a.m.

## HEALTH & WELFARE INTERPRETATION ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the Health and Welfare Fund - Article 18.

1. The Company shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

### Examples:

An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.

2. The Company shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

### Examples:

An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute for forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

### Example:

An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation

and sixteen (16) hours of personal holiday. The Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

An employee requests vacation pay for time to be taken off the following week. The Company is obligated to contribute for these hours.

An employee requests vacation pay for time to be taken off a month after the request is made. The Company is obligated to contribute for these hours.

An employee has requested vacation pay with no indication of if or when time off would be taken. The Company's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).