

AGREEMENT

BETWEEN

WALGREEN CO.

AND

**NATIONAL PHARMACISTS ASSOCIATION
– UNITED STEEL WORKERS UNION
NPhA-USW**

EFFECTIVE DATE: May 23, 2020

EXPIRATION DATE: May 31, 2023

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AGREEMENT

This Agreement is effective May 23, 2020 through May 31, 2023 by and between NPhA-USW, Local 1969, hereinafter referred to as the "ASSOCIATION," and WALGREEN CO., an Illinois corporation, hereinafter referred to as the "EMPLOYER."

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all full-time, part-time and Market Registered Pharmacists and Pharmacy Graduate Interns employed at the Employer's stores located in the following Employer's Chicago administrative Areas: Chicago North(42), Chicago South (43), Chicago Central (44), Chicago Southwest (45) and Illinois North (52), Districts 425, 426 and 471 of Illinois West Area (53) excluding all other employees, Store Managers, Assistant Store Managers Registered who are scheduled to be in sole charge of a store for more than 10 hours in any two-week period or who are in charge of a single entire shift during a two-week period, Pharmacy Managers, Supervisors and Guards as defined in the Act.

ARTICLE II - UNION SECURITY

Section 1

- (a) Employees who are members in good standing of the Association on the date of the execution of this Agreement shall, for the duration of this Agreement, remain members in good standing of the Association as a condition of their continued employment.
- (b) Employees who become members in good standing of the Association after the date of the execution of this Agreement shall, for the duration of this Agreement, remain members in good standing of the Association as a condition of their continued employment.
- (c) For the purposes of this Article II, "member in good standing" shall mean only that the employee shall have paid sums equivalent to the initiation fee and monthly dues uniformly required as a condition of membership in the Association.
- (d) This Article does not apply to employees who are licensed and work in a store in the state of Indiana to the extent the Indiana Right to Work Law remains in effect. The provisions of this Article will be enforced to the extent consistent with federal and state law.

Section 2

The Employer shall, on the first business day of each month, provide the Association, via email, with the name, home address, phone number, email address and work location of all newly hired bargaining unit employees to the extent that such information is retained in the Employer's system.

Section 3

The Association shall indemnify and save harmless the Employer from any and all claims arising by reason of the Employer acting under this Article II.

ARTICLE III - RIGHTS OF MANAGEMENT

The management of the business and the direction of the working forces are reserved by and shall be vested in the Employer. The sole and exclusive rights of management shall include, but are not limited to, the right to plan, direct, expand, reduce, and control operations; to establish standards of professional competence; to establish policies and procedures for the day-to-day practice of pharmacy within the Walgreen system; to determine the number, location, relocation, and types of its operations, and the methods, processes and materials to be employed; to study or introduce new or improved methods or facilities; to determine the number of hours per day or per week operations shall be carried on; to select and determine the number and types of employees in accordance with the requirements determined by the Employer; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the fact of lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause except as is limited by the terms of this Agreement, and provided that these rights shall be exercised with due regard for the rights of the employees, and, provided further, that they shall not be used for the purposes of discriminating against any employees because of Association membership. It is specifically understood that disputes involving employee discipline shall be subject to the Grievance Procedure set out in Article XIV.

The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, and the Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE IV - PRACTICE OF THE PROFESSION OF PHARMACY

Section 1

The Employer and the Association acknowledge that it is the obligation of each employee to practice the profession of pharmacy in accordance with the highest standards of the profession to ensure the public's health, safety, and welfare. In addition to legally required reference materials, the Employer shall make available copies of current policies and procedures regarding emergency (i) contraceptives, (ii) HIV Prevention, and (iii) Narcan dispensing, and any other emergency procedures. The Employer may also provide other reference and counseling materials upon request. The Employer encourages employees to provide additional materials, if approved by the Employer, to improve the practice of pharmacy.

Section 2

Supervisory pharmacists and other pharmacists not within the bargaining unit covered by this Agreement shall be permitted to practice the profession of pharmacy within any store, provided:

- (a) There shall not be a supervisory pharmacist classified "Assistant Manager Registered" and a supervisory pharmacist classified "Pharmacy Manager" employed at the same Employer location.
- (b) The total number of supervisory pharmacists classified "Pharmacy Manager" shall not exceed a number equal to the total number of Employer locations covered by the terms and provisions of this Agreement.

Section 3

Management trainees and corporate office personnel shall not be permitted to practice the profession of pharmacy within any store except in the event of an emergency, the absence of the regularly scheduled pharmacist, or when specifically requested by the regularly scheduled pharmacist on duty.

Section 4

The Employer agrees to review the operating procedures presently in effect in its pharmacies and, where the needs of the business permit, to make changes or improvements necessary to minimize the amount of time spent by pharmacists in the performance of duties which are unrelated to the practice of retail pharmacy. The Employer will, where the needs of the business permit, establish procedures to relieve pharmacists of job duties that can be performed remotely, outside of the retail stores, such as but not limited to prescription data review and clinical review.

Section 5

It is understood that the objective of the practice of retail pharmacy is to provide the best possible pharmaceutical care and service to patients and customers. In that regard, a pharmacist is expected to verify prescriptions, counsel patients, communicate with physicians and other healthcare professionals, and perform such duties and assume such responsibilities as set out in the Walgreens job description in effect for all retail pharmacists. The Employer shall provide the Association with a copy of the job description in effect for all retail pharmacist positions any time a substantive change is made to the job description within seven calendar days of the change.

Section 6

The Employer will use its reasonable best efforts to provide technician support when a scheduled technician is absent, including approval of overtime when necessary. Each store will establish a protocol for procuring a replacement for absent technicians, including, at a minimum, maintaining a list of home and/or cell phone numbers of technicians who have expressed an interest in working additional shifts. Attempting to find replacements for

absent technicians is the responsibility of store and/or pharmacy supervisory personnel.

Section 7

It is the goal of the Employer to provide sufficient personnel to maintain adequate levels of customer service, while at the same time maximizing efficiency and cost effective operation of the Prescription Department. The Employer shall consider the concerns of the Association regarding the scheduling of technician coverage and, where the needs of the business permits, shall schedule additional technician coverage in stores in times of seasonal high volume, such as flu epidemics.

ARTICLE V - HOURS OF WORK AND PREMIUM PAY

Section 1 - Full-Time Salaried Pharmacists

- (a) A "Full-Time Salaried Pharmacist" for purposes of this Agreement, shall be defined as a pharmacist who is regularly scheduled to work 80 hours in a biweekly pay period. Said hours may be accrued by working at more than one Employer location (e.g., Full-Time Salaried Market Pharmacist) during the course of a biweekly pay period.
- (b) A Full-Time Salaried Pharmacist will be classified in accordance with the Employer's payroll system and will be paid on a salaried basis, in accordance with the Fair Labor Standards Act and Regulations applicable to "exempt" employees.

Section 2 - Part-Time Salaried Pharmacists

- (a) A "Part-Time Salaried Pharmacist" for purposes of this Agreement, shall be defined as a pharmacist who is regularly scheduled to work 64 hours in a biweekly pay period. Said hours may be accrued by working at more than one Employer location (e.g., Part-Time Salaried Market Pharmacists) during the course of a biweekly pay period.
- (b) A Part-Time Salaried Pharmacist will be classified in accordance with the Employer's payroll system and will be paid on a salaried basis in accordance with the Fair Labor Standards Act and Regulations applicable to "exempt" employees.

Section 3 - Part-Time Hourly Employees

- (a) A "Part-Time Hourly" employee, for purposes of this Agreement, shall be defined as an employee, other than a salaried employee, who is regularly scheduled to work less than 40 hours per week, except as otherwise provided in this Agreement. The term "Part-Time Hourly employee" refers to both Part-Time Hourly Pharmacists and Part-Time Hourly Graduate Interns.
- (b) A Part-Time Hourly Pharmacist will be classified in accordance with the Employer's payroll system and will be paid on an hourly basis.

Section 4 - Market Pharmacists

- (a) A "Market Pharmacist," for purposes of this Agreement, shall be defined as a pharmacist who is not scheduled to work on any particular shift or at any particular store location on a regular basis, such that they "float" among more than one store location.
- (b) A Market Pharmacist will be classified in accordance with the Employer's payroll system and will be paid on either a salary or hourly basis depending on whether they are classified as Full-Time Salaried Pharmacists, Part-Time Salaried Pharmacists or Part-Time Hourly Pharmacists.

Section 5 - Schedules

- (a) A Full-Time Salaried Pharmacist shall be regularly scheduled for 80 hours in a biweekly pay period, provided the employee is available to perform the required schedule and, provided further, such guarantee shall be inapplicable after a full workweek in the event of fire, flood, acts of God, or other circumstances not within the reasonable control of the Employer. The Employer will not schedule a shift of more than 12 hours unless the involved employee agrees to the change. It is understood that a scheduled shift of six hours or more shall include a paid meal period.
- (b) A Part-Time Salaried Pharmacist shall be regularly scheduled for 64 hours in a biweekly pay period, provided the employee is available to perform the required schedule and, provided further, that such guarantee shall be inapplicable in the event of fire, flood, and acts of God, or other circumstances not within the reasonable control of the Employer after a full workweek. The Employer will not schedule a shift of more than 12 hours unless the involved employee agrees to the change. It is understood that a scheduled shift of six hours or more shall include a paid meal period.
- (c) A Part-Time Hourly employee shall not be scheduled for a shift of more than 12 hours unless the involved employee agrees to the change. It is understood that a scheduled shift of six hours or more shall include a paid meal period.
- (d) The number of hours guaranteed in a biweekly pay period provided for in subsection (a) above shall not apply to Pharmacy Graduate Interns, nor shall the guarantee apply to Part-Time Salaried Pharmacists, Part-Time Hourly Pharmacists, or Market Pharmacists until these employees shall have averaged at least 36 hours per week during the most recent 52 consecutive weeks, unless these employees shall have voluntarily requested, in writing, that they not be considered for full-time positions.
- (e) A Market pharmacist shall be scheduled to work in such employee's home Area and/or in adjacent Areas, unless mutually agreed otherwise.
- (f) Notwithstanding any guarantee of hours provided to employees under this agreement, the Employer shall have the right to reclassify an employee from full-time salaried status to part-time salaried status (a) when

reductions in a store's operating hours make it no longer possible to maintain a full-time pharmacist position, or (b) when a full-time salaried pharmacist has worked an average of 36 hours (or 32 hours for overnight pharmacists) per week over the span of 52 consecutive work weeks where Walgreens has provided an opportunity to maintain an average of 36 hours (32 hours for overnight pharmacists) or more.

When a full-time salaried pharmacist is advised of the need to be reclassified to part-time salaried status where maintenance of his/her full-time status is no longer possible because of reductions in his/her store's operating hours, he/she shall be entitled to the rights provided under Article 11 Section 4(e) of this Agreement (i.e., bidding on vacant full-time positions, bumping into a full-time position within his/her area, moving to a full-time market pharmacist position, or moving to a part-time position).

- (g) If a Part-Time Hourly employee averages 32 or more hours a week for 52 consecutive weeks, the employee will become a Part-Time Salaried employee absent a mutual agreement to the contrary. This provision will not apply to temporary increases in work hours due to any pandemic or epidemic.
- (g) Part-Time Hourly, Part-Time Salaried, and Market employees shall be considered for Full-Time positions before hiring new full-time employees.

Section 6

- (a) Pharmacy Department work schedules shall provide for an equitable distribution of hours of work and days off as has been the practice heretofore. The Employer shall not schedule Part-Time Salaried, Part-Time Hourly, or Market employees so as to avoid honoring a valid bid request for a full-time position.
- (b) Where the needs of the business permit, the Employer shall not schedule Full-Time Salaried Pharmacists for more than 10 shifts in a biweekly pay period and shall schedule such employees in a manner that they will be off every other weekend. Where Full-Time employees work on the weekend (Saturday and Sunday), the Employer shall endeavor to schedule such employees off on consecutive weekdays.
- (c) Unless agreed to by the involved employee, 12 hour shifts shall not be scheduled back-to-back, less than four days apart, or immediately before or after a nine hour shift.
- (d) Full or part time salaried pharmacists who have sustained a reduction in work hours due to a change in pharmacy operating hours shall have their work hours restored to their former level if some or all of the pharmacy operating hours are later increased. Hours restored to a pharmacist under this provision shall not be subject to the bid process; however, if the pharmacist later leaves the full-time position, the position shall be subject to the bid process

- (e) The Employer shall post a biweekly schedule of each employee's working hours. The Employer may increase, decrease or modify such scheduled hours according to the needs of its business; provided, unless overtime or extra shift pay at the applicable rate is required, or an emergency situation develops, the Employer shall give employees 48 hours notice of a change in their scheduled working hours and, provided further, that this Section shall not modify the guarantee set out in Section 5(a) of this Article V.
- (f) Upon the written request of a Full-Time Market Pharmacist who has served as a Market Pharmacist for at least 12 months, the Employer shall offer to place such employee in the next available regular schedule within the Area. The "next available regular schedule" for purposes of this paragraph shall be defined as a schedule where the pharmacist is assigned to work at least one shift per week at the same location. Any Market pharmacist who has received a Written Warning in the past 6 months, is subject to a current Performance Improvement Plan or scored below 2.5 on the most recent Performance Review is not eligible for placement under this paragraph.

The Employer will provide the Full-Time Market employee with at least two scheduled days off within each pay period and will provide at least 14 days' advance notice of that scheduled day off.

If the Employer willfully fails to fill a vacancy in accordance with the provisions of the above paragraph, the aggrieved employee shall be compensated for any extra travel time and mileage involved as a result of the violation, provided that the Association has notified the Employer of the violation and the Employer fails to correct the violation within 10 calendar days.

- (g) A Part-Time Hourly employee who is required to work unscheduled daily overtime shall not be required to reduce his/her scheduled hours during subsequent days in the workweek.
- (h) Except for 24-hour stores, full-time employees shall not be required to work after 6:00 p.m. on Christmas Eve, provided employees who elect not to work past 6:00 p.m. on Christmas Eve shall not have the number of hours in their regularly scheduled pay period reduced.
- (i) Time required by an employee traveling from one Employer location to another, during such employee's scheduled working hours, shall be counted as time worked, and mileage for such required travel during working hours shall be reimbursed at the then current Employer reimbursement rate.

Section 7

- (a) Employees required to report to work shall be entitled to receive pay for one-half of a shift or four hours pay at applicable rates, whichever is greater; provided such employees are available for at least one-half of a shift or four hours and perform normal duties and responsibilities.
- (b) Subsection (a) above shall be inapplicable to Part-Time Hourly employees in the event of fire, flood, act of God or other circumstances beyond the

reasonable control of the Employer or where such subsection (a) has been waived by mutual agreement of the Association and the Employer.

Section 8 Rest and Meal Periods

(a) **Meal Periods:** All Employees who are scheduled to work at least six hours in a day shall be entitled to take a paid meal period of at least 30 minutes duration.

(b) **Rest Periods:** Employees shall receive one paid 15-minute rest period during every four hours of scheduled work; provided, however, that an employee who is required to work at least 11 hours in a day shall be entitled to three 15-minute paid rest periods. One rest period may be combined with another rest period, but not the meal period.

Employees who are eligible for a rest period must take their first rest period during their first six (6) hours of work.

(c) **Procedures for pharmacy breaks and meal periods:**

(1) An employee's breaks and meal period should be uninterrupted except in the event that the absence of the employee could cause a negative impact on the health, safety, and welfare of the patient. Examples of a negative impact include, but are not limited to, (i) an emergency prescription is called in from a physician that cannot be called in later; (ii) the filling of an emergency prescription (i.e., patient with accompanying fever, severe/acute pain, etc.); or (iii) other Emergency circumstances as determined by the professional judgment of the pharmacist

(2) A clock sign indicating the pharmacist is on break and will return in 15 or 30 minutes will be provided as available. If the pharmacist is working alone, the sign may be displayed when the pharmacist is absent from the pharmacy due to a break or meal period.

(3) Within the purview of its rights set out in Article 3, the Employer shall train technicians to document patient and physician information and to defer calls, when possible, until the pharmacist returns from breaks or meal periods.

(4) A pharmacist who is entitled to a meal period shall not be required to take their meal period before working 2 hours and shall not be required to work more than 5 continuous hours, excluding a 15-minute break, before being given the opportunity to take a 30-minute meal period.

(5) Pharmacists must document the start and end times of their rest and meal periods including any exceptions due to emergencies as provided by this contract. This content will be logged in the Pharmacist Activity Log or as otherwise directed by management.

- (6) Pharmacies are allowed to remain open during a pharmacist's meal break, but pharmacists must remain in the store to be available for emergencies. However, if there is a second pharmacist on shift, the pharmacist taking a rest or meal period may leave the store for the duration of their rest or meal periods. In addition, 24-hour pharmacies may close for a meal break during the overnight shift.
- (7) After the pharmacist returns from their rest or meal break, the pharmacist is required to make at least 2 attempts to reach patients who pick up prescriptions while the pharmacist was on a rest or meal break for the purpose of providing counseling as required by law. The pharmacist shall document the attempts or counseling on the log. The attempts to contact the patient for consultation should be at least 30 minutes apart on the same day of the rest or meal period. If two attempts to reach the patient to provide counseling cannot be made within the same day, they must be completed by 11am the next day.
- (8) Pharmacists who (i) fail to take their breaks as scheduled, (ii) fail to record their rest and meal break times, or (iii) fail to provide required counseling as directed in this section, may be subject to progressive discipline, up to and including termination. Where the same offense occurs more than once, it shall be addressed according to the following progressive discipline: (1) a Verbal Warning shall be issued for a 1st offense, (2) a Written Warning shall be issued for a 2nd offense of the same rule, (3) a Final Written Warning shall be issued for a 3rd offense of the same rule, and (4) a termination shall be issued for a 4th offense of the same rule. For purposes of progressive discipline, each of these forms of discipline cannot be used against them for any reason and shall be deemed inactive 12 months after the date on which the offense occurs.

Section 9

No pharmacist shall be required to work more than the scheduled shift, except in an emergency and/or in the absence of the regularly scheduled pharmacist, provided that the on-duty pharmacist feels capable to continue to work without jeopardizing the public's safety.

Section 10

Employees shall not be required to work a split shift.

Section 11 -Full-Time Salaried and Part-Time Salaried Employees

- (a) Additional pay is earned for working all or part of an extra shift. A Full-Time Salaried or Part-Time Salaried employee who has been compensated for 80 hours, exclusive of scheduled meal periods, in a biweekly pay period will be paid additional earnings at B rate, prorated as necessary, for working all or part of an extra shift. A Full-Time

Salaried or Part-Time Salaried employee who has been compensated for less than 80 hours, in a biweekly pay period will be paid additional earnings at A rate, prorated as necessary, for working all or part of an additional shift. The maximum A and B rates are defined in the pay rate sheets in Article VI.

- (b) Salaried pharmacists may trade shifts with another scheduled pharmacist with the approval of the Pharmacy Manager. If an employee intends to request extra shift pay, such request should be made within the same or the next biweekly pay period.
- (c) Extra shift pay shall not be paid unless the working of such additional time has been requested or authorized by the Employer, except if actual customers are present and in need of pharmacy services, the pharmacist should stay to perform the work. If he/she is staying to work the additional time, the pharmacist must notify management on duty as soon as reasonably practical.

Section 12 - Part-Time Hourly Employees

- (a) Time and one-half an hourly employee's regular hourly rate of pay shall be paid for all hours worked in excess of 40 in any workweek.
- (b) Time and one-half an hourly employee's straight-time hourly rate of pay shall be paid for all hours worked in excess of 10 hours in any workday.
- (c) Premium or overtime pay shall not be paid unless the working of such overtime hours has been requested or authorized by the Employer, except if actual customers are present and in need of pharmacy services, the pharmacist should stay to perform the work. If he/she is staying to work additional time, the pharmacist must notify management on duty as soon as reasonably practical.
- (d) There shall be no "pyramiding" of premium pay. This means that hours paid for at overtime or other premium rates of pay shall not be used again for the purposes of computing other overtime or other premium compensation.

Section 13

All employees will be paid on a biweekly basis.

Section 14

The provisions of Tab 1 of the Employer's Pharmacy Operations Manual (SO-1) shall be incorporated into this Agreement, except that to the extent that any conflict exists between the provisions of this Agreement and the SO-1, the provisions of this Agreement shall control.

ARTICLE VI - WAGES

Section 1

(a) The following pay rates will remain in effect for the term of the Agreement.

Position	Sched. Hours	Freq.	MAXIMUM
			RATE
Hourly Pharmacist Graduate Intern (PHIG)		Biweekly	\$25.00
Hourly Pharmacist		Biweekly	\$64.50
Full-Time Salaried Pharmacist	80	Biweekly	\$5,160
Additional Earnings: A (Up to 80)		Hr.	\$64.50
Additional Earnings: B (Greater than 80) (\$5.00 over EE's rate)*		Hr.	\$69.50
Overnight t Shift Premium		Hr.	\$2.50
Part-Time Salaried Pharmacist	64	Biweekly	\$4,128
Additional Earnings: A (Up to 80)		Hr.	\$64.50
Additional Earnings: B (Greater than 80) (\$5.00 over EE's rate)*		Hr.	\$69.50
Overnight t Shift Premium		Hr.	\$2.50
Full-Time Salaried Pharmacist Overnight (RPN)	72	Biweekly	\$4,644
Night Shift			
Additional Earnings: A (Up to 80)		Hr.	\$64.50
Additional Earnings: B (Greater than 80) (\$5.00 over EE's rate)*		Hr.	\$69.50
Overnight Shift Premium (Hr.	\$2.50
Day Shift			
Additional Earnings: A (Up to 80)		Hr.	\$64.50
Additional Earnings: B (Greater than 80) (\$5.00 over EE's rate)*		Hr.	\$69.50
Full-Time Salaried Market Pharmacist	80	Biweekly	\$5,160
Additional Earnings: A (Up to 80)		Hr.	\$64.50
Additional Earnings: B (Greater than 80) (\$5.00 over EE's rate)*		Hr.	\$69.50
Overnight Shift Premium		Hr.	\$2.50
*Or such amount as modified by Walgreens for salaried pharmacists in the rest of Walgreens markets.			
Newly Hired Pharmacist Start Rate Effective December 1, 2021		Hr.	\$54.00
Newly Hired Pharmacist Start Rate Effective September 1, 2022		Hr.	\$49.55

Section 2 Lump Sum Payments:

Walgreens will pay Employees a Year 1 Lump Sum set forth below within 30 days of ratification of this Agreement and a Year 2 and Year 3 Lump Sum on or before December 1, 2021 and December 1 2022, respectively.

Eligibility:

To be eligible for any bonus, an Employee must be employed as of November 1, 2021 and actively employed on the date that the lump sum payments are made.

Lump Sum Bonus Schedule:

- Year 1: \$1250 for all pharmacists who average more than 30 hours per week (based on the 52-week average); \$1,000 for those who average less than 30 hours per week.
- Year 2: \$1,000.00, less all withholdings for taxes and other required withholdings
- Year 3: \$1,000, less all withholdings for taxes and other required withholdings

Part time Employee Bonus Years 2 and 3

- Employees who average less than 30 hours a week for the prior 52 weeks will be paid 75% of Bonus.
- Employees who average less than 20 hours a week for the prior 52 weeks will be paid 50% of Bonus.

Section 3

The parties agree to meet to negotiate over the subject of pay increases if Walgreens gives pay increases or larger lump sums in lieu of pay increases to non-union pharmacists in Region 10 or adjacent Regions. The Employer, for competitive reasons and with the Association's approval, may increase the rates in this Article VI on a Region basis. The Association agrees not to unreasonably withhold such approval.

Section 4

Qualified pharmacists will be allowed to participate in the Employer's Staff Pharmacist Bonus Plan as amended from time to time by the Employer and will receive bonuses as determined by the Employer.

ARTICLE VII - HOLIDAYS

Section 1

The following shall be observed as paid holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

Christmas Day

Section 2

To be eligible to receive holiday pay, Part-Time Hourly employees:

- (a) Must not be on a leave of absence or layoff, and
- (b) Must have worked their scheduled day before and scheduled day after the holiday unless absence on either or both days was due to a bona fide illness or accident or permission to be absent had been previously granted by the Employer, and
- (c) Must work on the holiday, if scheduled to do so, unless failure to work is due to a bona fide illness or accident or permission to be absent had been previously granted by the Employer.

Part-Time Hourly employees shall receive holiday pay on a pro rata basis based upon the average hours worked during the last 52 weeks.

Section 3

A pharmacist who is eligible to take an additional day off without pay after working on a holiday shall submit their request through the Employer's Workforce Scheduling System. If such request is for a day in a week for which the schedule has already been created and released, the employee shall give his/her District Manager and the Area Scheduler at least seven calendar days' e-mail notice of the day requested. The Employer shall provide the pharmacist with an e-mail response within three business days as to whether the request has been approved or denied. If the Employer does not respond within said three-day period, the pharmacist may assume the requested date has been approved. If the Employer denies the pharmacist's request as to the day to be taken, the Employer shall contact the affected employee and offer alternative dates until a mutually agreed upon date is reached. Once approval for a day is given, it shall not be rescinded by the Employer.

Section 4

- (a) The Employer shall designate, on an equitable basis, employees who must work on holidays.
- (b) A Full-Time or Part-Time Salaried employee who is required to work on any of the six named holidays established in Section 1 of this Article VII will be allowed to take one additional day off without pay within 14 calendar days of the named holiday. The specific day to be taken off shall be determined in accordance with the procedures set out in Section 3 of this Article VII.
- (c) A Part-Time Hourly employee who is required to work on a holiday shall receive, in addition to holiday pay, straight-time pay for the hours actually worked on the holiday unless such employee is otherwise entitled to overtime pay in accordance with the provisions of Article V.

Section 5

If a holiday recognized under this Agreement falls during an employee's vacation period, such employee shall have the option of taking an additional day off or additional pay. If the employee elects to take an additional day off, the specific day to be taken shall be determined in accordance with the procedures set out in Section 3 of this Article VII.

Section 6

Holiday pay shall not be counted as time worked for the purpose of computing overtime or other premium pay for Part-Time Hourly employees, or as extra shift pay for Full-Time and Part-Time Salaried employees.

Section 7

A Full-Time Pharmacists' regular workweek shall not be altered during a holiday week for the purpose of avoiding extra shift pay.

Section 8

In the event that the Employer's Employee Policies are modified so as to increase the number of paid holidays granted retail store employees in the Employer's Chicago area administrative areas, such additional paid holidays shall accrue to employees covered by the terms and provisions of this Agreement.

ARTICLE VIII - OTHER BENEFITS

Section 1

- (a) Employees shall be subject to the provisions of and shall be entitled to the benefits of the Employer's Voluntary Investment Plan, Merchandise Discount Plan, , Disability Leave Plan, Paid Parental Leave Benefit (for all births or adoptions after November 1, 2021), Severance Benefit Plan, Funeral Leave Plan, Temporary Active Military Duty Plan, Jury Duty Plan, Dental Plan, Flex-Pay Plan, Major Medical Plan, Vision Plan, the Walgreens Transportation Plan, the Work and Life Resources Employee Assistance Plan, Walgreens Investing In You stock program, the Walgreen Profit Sharing Retirement Trust, Income Protection Plan for Pharmacists, the Added Benefits Program (special savings for auto, home and pet insurance), including enrollment in the Identify Theft and MetLife Legal Plans effective January 1, 2022, and Life Insurance Plan for Pharmacists, as such Plans or Trust may, from time to time, be modified or amended by the Employer.
- (b) Employees shall be subject to the provisions of and shall be entitled to the benefits of the Employer's Paid Time Off (PTO) Plan as such Plan may, from time to time, be modified or amended by the Employer. The current PTO Policy and Accrual Rate chart (as of May 2017) is incorporated herein by reference and is subject to the prior sentence regarding future modifications and amendments thereto.

- (c) If, during the term of this Agreement, the Employer modifies its Profit Sharing Retirement Trust so as to permit Employer contributions to outside pension plans, the Employer agrees to meet and negotiate with the Association, provided such negotiations shall be restricted to the subject of pension or profit sharing plans only.

Section 2

The Employer agrees to retain its Pharmacist's Liability Insurance providing professional malpractice coverage for registered pharmacists as said insurance is currently provided or as said insurance may from time to time be increased. It is understood that retention of such insurance coverage is conditioned upon the continued availability of this or similar professional malpractice insurance.

ARTICLE IX Paid Time Off

Section 1 Bidding Procedure for weeks of PTO

Employees covered by this Agreement shall bid weeks of PTO in accordance with their seniority within the Region. The following procedure for bidding weeks of PTO shall apply:

- (a) All bidding for scheduled weeks of PTO shall be done electronically and shall include Pharmacy Managers.
- (b) All bids received by the end of business on November 30 of the current calendar year will be arranged in seniority order and weekly PTO assigned solely on the basis of seniority for the following calendar year.
- (c) If bids are received by the end of business on November 30, the involved employee shall receive a confirmation of his/her weekly PTO for the following year by the fifth day of December.
- (d) Each calendar year there shall be one weekly PTO bid consisting of two rounds. In the first round, the number of PTO weeks awarded shall be limited to two. In the second round, the number of PTO weeks awarded shall not be limited, provided bid requests for more than two consecutive weeks of vacation must receive the approval of the District Manager .
- (e) For this annual bid process PTO may be scheduled in weekly increments only, unless mutually agreed by the involved employee and the Employer.
- (f) Except for one week, cancellation of a full PTO week awarded by bid must be approved by the District Manager.
- (g) If an employee's Regional bids are rejected, PTO will be granted within the employee's Area on a "first request" basis, provided requests that result in more than two consecutive weeks of PTO must

receive the approval of the District Manager or Health Care Supervisor.

- (h) Employees who wish to schedule less than one week of PTO must submit their request through the Employer's Marketing Scheduling System. If such request is for PTO in a week for which the schedule has already been created and released, the employee shall give his/her District Manager and the Market Scheduler at least seven calendar days' e-mail notice of the time requested. The Employer shall provide the pharmacist with an e-mail response within five business days as to whether the request has been approved or denied. If the Employer denies the pharmacist's request as to the hours to be taken, the Employer shall contact the affected employee and offer alternative dates.
- (i) When two or more consecutive PTO weeks are awarded, the Employer shall automatically grant the weekend(s) falling between those weeks as approved time off, if not already scheduled off, provided that the employee contacts the Scheduler for their Area at least two (2) months in advance to ensure that said weekends have been approved as time off. When two or more consecutive PTO weeks are awarded for January or February, the Employer shall automatically grant the weekend(s) falling between those weeks as approved time off, if not already scheduled off, provided that the Employee contacts the Scheduler for their Area on or before January 1st to confirm that said weekends have been approved as time off.

Section 2

Employees located in the state of Indiana shall be treated separately for the purposes of PTO bidding. PTO bidding procedures shall be in accord with the applicable provisions of Section 5 above.

ARTICLE X - LEAVE OF ABSENCE

Section 1

Leave of Absence Plans are as covered in the Employer's Employee Policies.

Section 2

An employee who is granted a leave of absence shall not suffer a loss of seniority status.

Section 3

Union Leave: Upon at least 14 calendar days' notice, members of the Association's Executive Board shall be granted a minimum of 15 days' unpaid leave per contract year for the purpose of conducting Association business.

ARTICLE XI - SENIORITY

Section 1

"Seniority," for the purposes of this Agreement, shall be defined as the length of continuous service with the Employer. If two or more employees begin work on the same day, the seniority roster for that day shall be arranged in alphabetical order.

Section 2 Probation Period

Anything in this Agreement to the contrary notwithstanding, a probationary period of 30 calendar days for Full-Time Pharmacists shall be established before seniority shall apply and a probationary period of the later of 60 calendar days or 240 hours of work for all other Pharmacists shall be established before seniority shall apply. Upon completion of such probationary period, seniority shall date back to the most recent date of employment.

The Employer shall be the sole judge as to the competency and efficiency of any employee during said probationary period and the Employer may, at any time therein, discharge such employee without interference from the Association. The Employer agrees, however, not to discharge a probationary employee because of Association membership.

Section 3

Seniority rights and other rights under this Agreement shall be lost if:

- (a) An employee quits, or
- (b) An employee is terminated for just cause, or
- (c) An employee is laid off for a period of at least 12 continuous months, or
- (d) An employee fails to return to work upon being recalled from a layoff unless excused by the Employer for illness or other valid reasons, or
- (e) An employee who, without the consent of the Employer, overstays a leave of absence or applies for unemployment compensation while on leave of absence or accepts employment with another employer while on a leave of absence.

Section 4

- (a) In the event of a layoff, seniority will be determined by Area and employees with least seniority in their Area shall be laid off first. Employees shall be recalled to work in the inverse order of their layoff. Any employees brought back within six months of layoff will return to work at same wage rate they had prior to being laid off.

- (b) Unless otherwise stated in this Agreement, the application of the principles set forth in this Section 4 shall apply on a bargaining unit wide basis.
- (c) An employee first entering the bargaining unit, an employee returning to the bargaining unit, or a probationary employee shall not displace a bargaining unit employee.
- (d) One week's notice shall be given in the event of a layoff or, in lieu thereof, one week's pay.
- (e) In the event a location closes, a pharmacist is displaced with the appointment of a Pharmacy Manager, an overnight shift is cancelled, an existing location is changed to a 24-hour location, a shift is extended to 12 hours, or abolished, or the Employer determines that the location requires certified specializations, the displaced Full-Time employee with a biddable store assignment may immediately file bids without regard to the time limitations set forth in Section 5(b) of this Article XI. The Employer must provide the Association and the affected Pharmacist with a list of any vacancies available in the Pharmacist's Area at the time of displacement. If no vacancy exists to which their seniority and certification qualifications entitles them, they may (1) exercise their seniority to bump the least senior full-time pharmacist who has a regular store assignment within the Area and within their state for which they are certification qualified, (2) move to a Full-Time Market Pharmacist position, or (3) they may move to a Part-Time Salaried Pharmacist position. Employees must accept the offered position within two (2) business days.
- (f) The bumping rights identified above shall not apply to employees who have received a final written warning within the last 12 months, have been rated below 2.5 on their most recent performance review, or are on a performance improvement plan at the time they are considered for bumping.
- (g) Anything in this Agreement to the contrary notwithstanding, a Full-Time employee who has been medically certified as having a physical condition that prevents them from working a 12-hour shift shall not have their employment terminated solely on the basis of such condition.
- (h) In the event a specialty or onsite location closes, a pharmacist working at such a location is displaced with the appointment of a Pharmacy Manager, a shift at a specialty or onsite location is abolished, or the employer determines that such a location requires certified specializations not possessed by the pharmacist, the displaced Full-Time Pharmacist will be eligible to follow the process described in Sections (e) and (f) above.

Section 5

(a) During the first week of each calendar quarter, the Employer shall furnish the Association with an electronic list of stores currently in existence, including stores projected to go to 24-hour operation, that come within the purview of coverage of Article I of this Agreement. This list shall not include onsite and specialty locations as such locations are not subject to the store position bidding process. Onsite and specialty locations shall include those locations listed in the Chart attached to this Agreement at Appendix A.

(b) Any pharmacist whose weekly average hours of work are 12 or greater, during the most recent 12-week period, and who possesses the appropriate license requirements and qualifications, may make a maximum of 12 bids on locations listed under subsection (a) above. Such bids are restricted to FULL-TIME, 80-HOUR biweekly SINGLE STORE LOCATIONS. Overnight schedules at each 24-hour store shall be treated as a separate and distinct bid. To be considered by the Employer, said bid must be postmarked no earlier than September 10 and no later than October 10 and mailed to the Department or location designated by the Employer. The bid list shall become effective on November 1 of each year.

(c) The Employer shall provide to the Association a store by store list delineating, in seniority order, the requests of the pharmacists with regard to store assignment by November 1 of any year.

(d) When a full-time, 80-hour biweekly single store vacancy occurs, such vacancy shall be personally offered to one of the top five eligible bidders willing to accept the position, as selected by the Employer; provided a senior bidder willing to accept the position who is passed over may not be passed over again during the following twelve (12) months. Notwithstanding anything herein to the contrary, an employee otherwise eligible to be awarded a bid shall not remain eligible if such employee:

- (1) Is the subject of a written warning or a suspension within the preceding 12 months;
- (2) has rejected two prior bid positions during the current bid period;
- (3) has accepted another bid position during the current bid period;
- (4) fails to accept or reject the offered position within two business days;
- (5) was rated below 2.5 on their most recent performance review; or
- (6) is currently completing a Performance Improvement Plan.

(e) New stores shall be placed on separate bids from existing stores. Bids shall be sent out no less than 30 days prior to the projected opening of the new store and eligibility shall be measured as of the date of the store's actual opening.

- (f) If no pharmacist has requested a transfer to a location and a vacancy occurs, the Employer may assign a pharmacist who has volunteered for the opening without regard to seniority. As a last resort, the Employer may assign the least senior pharmacist in the unit who has requested a Full-Time position to fill the position.
- (g) If the Employer willfully fails to fill a vacancy in accordance with the provisions of this Section, the aggrieved employee shall be compensated for any extra travel time and mileage involved as a result of the violation, provided that the Association has notified the Employer of the violation and the Employer fails to correct the violation within 10 calendar days.

Section 6

- (a) The Employer shall provide the Association with a list of the employees covered by this Agreement. Said list shall be submitted to the Association during the first week of each calendar quarter and shall show the seniority date home address, phone number and work location of each employee to the extent that such information is retained in the Employer's system.
- (b) The Employer, by the 15th day of the following month, shall advise the Association, in writing, of the names of employees who have been hired, terminated, transferred into or out of the bargaining unit, or otherwise have had their employment status changed.

ARTICLE XII - NO DISCRIMINATION

The Employer agrees that there shall be no prohibited discrimination against any employee because of their sex, race, national origin, religion, age, sexual orientation, citizenship status, disability, or membership in the Association, as defined by federal, state, or local law dealing with the foregoing enumerated topics.

ARTICLE XIII - UNION VISITATION

Section 1

The Employer agrees to permit an authorized representative of the Association access to public areas of the store, after notifying the location manager and Pharmacy Manager or his/her designate, for the purpose of interviewing members of the bargaining unit. Such interviews shall be limited to a reasonable period of time and shall not interfere with the normal flow of work, including service to customers. It is specifically understood that the term "public area" excludes the area behind the prescription counter.

Section 2

The Employer agrees that, in each store where a member of the bargaining unit is employed, it will furnish space in the pharmacy department suitable for the posting of Association notices. All such notices are subject to the prior approval of the Employer's Labor Relations Department and, once approved, will be posted by the Employer.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1

- (a) A grievance, for the purposes of this Agreement, shall consist only of disputes arising between the parties hereto regarding the interpretation or application of provisions of this Agreement or alleged violations of provisions of this Agreement.
- (b) It is understood that matters currently pending or amicably resolved by the Labor/Management or Staffing Review Committees shall not be raised as grievances or contract violations under this Article XIV.
- (c) Any grievance that is not processed in strict compliance with the notice requirements and the time period requirements set forth in this Article XIV shall be deemed waived and may not thereafter be raised as a grievance.

Section 2

No grievance shall be considered unless submitted to the steps of the grievance procedure within 15 calendar days from the earlier of the dates that an employee or the Association had knowledge of the existence of such grievance.

Section 3

A grievance shall be deemed waived and shall not be raised again unless the procedure outlined below has been strictly followed:

Step 1: The aggrieved employee, the Association representative, and the involved District Manager and/or Health Care Supervisor shall endeavor to adjust the grievance. The parties shall have 15 calendar days to resolve the grievance. If not resolved, it shall pass to Step 2.

It is understood that all cases involving a suspension or discharge situation shall all be heard at Step 2.

Step 2: Representatives of the Association and the Employer's Employee Relations Department shall attempt to resolve the grievance. Such representatives of the Association and the Employer must meet within 15 calendar days or mutually agreeable time and shall have the power to resolve the grievance. Any such settlement shall be final and binding upon the Employer, Association, and grievant.

Step 3: In the event that Step 2 fails to settle the grievance, then such grievance may be referred to arbitration as provided in Article XV of this Agreement.

Section 4

Employees involved in grievance proceedings shall be paid for time lost from regularly scheduled work; provided such employees have endeavored to rearrange their work schedule so as not to be scheduled to work at the time that the grievance proceeding is scheduled to begin.

Section 5

The parties have established a procedure of having bimonthly grievance meetings. This procedure shall continue, but will be controlled as follows:

- (a) The Association shall provide the Employer with an agenda listing the grievances/matters to be discussed 10 calendar days prior to the grievance meeting. If not listed on the agenda, the matter will not be heard at the meeting.
- (b) The Association shall be allowed to have present the officers of the Association, provided such officers shall not be paid by the Employer and, provided further, they shall have made a timely request that the Employer rearrange their work schedules so as not to be scheduled to work at the time the meeting is scheduled to begin.

ARTICLE XV - ARBITRATION

Section 1

- (a) A grievance may not be submitted to arbitration unless such grievance has been processed in full compliance with the requirements set forth in Article XIV of this Agreement.
- (b) A grievance may not be considered by an arbitrator unless such grievance has been submitted to the arbitration procedure set forth in this Article XV through a written demand for arbitration provided by the Association to the Employer within 30 calendar days from the date of the conclusion of Step 2 of the Grievance Procedure set out in Article XIV of this Agreement.

Section 2

- (a) Absent agreement of the parties on an arbitrator, the party desiring arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators who are members of the National Academy of Arbitrators and who are located in the "metropolitan" area as identified by the Federal Mediation and Conciliation Service. Either party has the ability to reject the arbitration panel provided and request a new panel at least once. Unless otherwise agreed in advance by the parties, no more than a total of three panels shall be ordered in connection with any single grievance. Once the panel is accepted, the Employer and the Association shall alternately strike three names, with the parties alternating striking the first name, and the person whose name remains shall become the arbitrator. Selection of the arbitrator shall, unless the parties otherwise agree, be done within 10 calendar

days after receipt of the list. The date and location of the hearing shall be determined by the arbitrator after consulting with the Employer and the Association.

- (b) An arbitrator shall have no power to add to, or subtract from, or to modify any of the terms of this Agreement; nor shall an arbitrator exercise any responsibilities or functions of any party to this Agreement.
- (c) Once just cause has been determined, an arbitrator shall not modify disciplinary penalties, unless the Association can substantiate disparate treatment.
- (d) The Association may refuse to process, abandon or may settle a grievance irrespective of the grievant's wishes.

Section 3

An arbitrator's decision, rendered within the scope of the authority conferred in this Agreement, shall be final and binding upon both parties to this Agreement.

Section 4

The costs of arbitration shall be borne equally by both parties to the arbitration proceeding except that the arbitrator's fees and expenses shall be borne entirely by the losing party in the arbitration proceeding. The parties contemplate that in some cases there may be a split award, and in such cases, the parties intend that the arbitrator determine which party, if either, is the losing party for purposes of paying the arbitrator's fee.

ARTICLE XVI - NO STRIKE/NO LOCKOUT

Section 1

During the term of this Agreement the Employer agrees that there shall be no lockout. The closing down of a store or any part thereof or the curtailing of any operations for business reasons shall not be construed to be a lockout.

Section 2

- (a) The Association, its officers, agents, members, and the employees covered by this Agreement, agree that so long as this Agreement is in effect there shall be no strikes, sit-downs, slowdowns, stoppages of work, picket lines, boycotts or secondary boycotts, intentional delay of work of any nature or any other willful acts that interfere with the Employer's operations or sales. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.
- (b) It is understood and agreed that the Association shall be held harmless for damage resulting from any strike or other action which shall interrupt or interfere with the Employer's operations or sales, provided that the Association immediately takes the following steps:

- (1) Publicly disclaims such action as not called or sanctioned by the Association.
- (2) Notifies the Employer that the action was not called and is not sanctioned by the Association.
- (3) Notifies the involved employees not later than the end of the same shift the next workday that the action was not called and is not sanctioned by the Association, and instructs them to return to work at once.

ARTICLE XVII - DISCIPLINE

Section 1

Employees shall not be reprimanded in front of customers or other employees.

Section 2

An employee who is the subject of a disciplinary report or performance improvement plan shall be given the opportunity to review said report/plan and make any comments on the written or electronic document. A complete copy, including comments of the involved employee, if any, will be given to the employee and the Association no later than five business days after the date of the disciplinary record.

Section 3

All disciplinary records, except those related to Final Written Warnings for serious misconduct, meaning harassment, discrimination, gross negligence, significant customer complaint issues and similar non-attendance issues shall be deemed null and void after a period of 12 months.

Section 4

The Employer shall not impose discipline for any infractions or incident if more than thirty (30) business (M-F) days have elapsed after the Employer had knowledge about the incident.

ARTICLE XVIII - COMMITTEES

Section 1 - Labor/Management Committee

The Employer and the Association, recognizing the benefits to be derived from open communication, agree to the formation of a "Labor/Management Committee" to discuss matters of interest and/or concern to the Employer, Association, and Pharmacists. The Committee shall be composed of three members designated by the Employer and three members designated by the Association. The Committee shall meet quarterly and discuss matters of concern, but shall not have any authority to discuss a pending grievance or disciplinary action. Pharmacist members of the Committee shall be compensated for attendance at these meetings to ensure that their biweekly pay is not reduced by attendance

at said meetings. If the involved pharmacist is scheduled for an off-day on the date of the meeting, they will receive pay at straight-time or a pro rata salary equivalent to the A rate for the meeting.

Section 2 - Staffing Review Committee

The Employer and the Association agree to the formation of a "Staffing Review Committee." The Committee shall be composed of two members designated by the Employer and two members designated by the Association. The Committee shall meet monthly to review the staffing of covered pharmacy departments; each department shall be reviewed at least twice annually. Upon the mutual agreement of the parties, the Committee may meet less/more frequently, and the frequency of department reviews may be reduced/increased. Pharmacist members of the Committee shall be compensated for attendance at these meetings to ensure that their biweekly pay is not reduced by attendance at said meetings. If the involved pharmacist is scheduled for an off-day on the date of the meeting, they will receive pay at straight-time or a pro rata salary equivalent to the A rate for the meeting.

ARTICLE XIX - STAFFING

Section 1

The Employer and Association agree that it is vital to provide adequate staffing in the Employer's pharmacies to better assure positive patient outcomes. It is the goal of the Employer to provide sufficient personnel to maintain adequate levels of customer service, while at the same time maximizing efficiency and cost-effective operation of the Prescription Department. The Employer shall consider the concerns of the Association and its members regarding staffing, training of ancillary personnel, workload, and working conditions.

Section 2

If a concern arises involving the assignment or usage of personnel in any Prescription Department, that matter shall be subject to discussion exclusively by the Staffing Review Committee referred to in Article XVIII of this Agreement.

Section 3

In stores raised as a concern, the Employer shall provide to the Association the involved stores' hours of pharmacy operations, schedules of personnel in the pharmacy department (i.e., total number of people and total hours), average prescriptions per day, and, if applicable, data for comparison stores.

The Staffing Review Committee may consider all relevant factors, including, but not limited to:

- (a) Hours of pharmacy operations and current manpower assignments/schedules;
- (b) Training level of current personnel;

- (c) Number of prescriptions filled;
- (d) Percentage of total and type (original and refill) of prescriptions filled;
- (e) Customer flow/peak period;
- (f) Physical layout of department;
- (g) Availability of other store personnel to work in Prescription Department;
- (h) Amount of "out front" merchandise rung in Pharmacy;
- (i) Last 12 months' prescription volume;
- (j) Projection of future volume;
- (k) Similar store comparisons, including whether the number of scheduled hours assigned to the Pharmacy vary by more than 10% from the median of scheduled hours in similar types of stores with similar volumes;
- (l) Number of Pseudophedrine transactions;
- (m) Number of employee discount transactions rung in the Pharmacy;
- (n) Percentage of Medicare prescriptions, third party, and cash prescriptions;
- (o) Three months' KPI technician percent verified without changes past three months;
- (p) Scheduled punches of technicians;
- (q) Average number of compounded prescriptions; and
- (r) Scheduled versus demand indicator.

Section 4

Based on the foregoing discussions, the Staffing Review Committee shall make specific recommendations involving the addition, deletion, or reallocation of personnel. If the recommendations are mutually agreeable, the recommendation shall be submitted as a joint recommendation. If mutual agreement cannot be achieved, the Chairperson of both the Management and Labor sides shall make individual recommendations and such recommendations shall be given to the Regional Vice President, along with the input of the involved District Manager or Healthcare Supervisor. The Regional Vice President shall decide what action, if any, to take within 14 calendar days of receipt of recommendations. A decision not to implement the recommendations of the Staffing Review Committee shall not be subject to the Grievance Procedures, Arbitration, or further legal action, and the reason(s) for that decision shall be reduced to writing and a copy given to the Committee.

ARTICLE XX - TWENTY-FOUR HOUR PHARMACIES

Section 1 - Full-Time Overnight Pharmacists

- (a) An "overnight shift", for the purposes of this Agreement, shall be defined as a shift at a 24 hour location where the majority of the scheduled hours are worked between 10:00 p.m. and 10:00 a.m.
- (b) A "Full-Time Overnight Pharmacist," for purposes of this Agreement, shall be defined as a pharmacist who is regularly scheduled to work 72 hours of overnight shifts in a biweekly pay period. This pharmacist shall not be prevented from working additional shifts in each pay period so as to allow him/her to accumulate a full 80 hour bi-weekly pay period.
- (c) A Full-Time Overnight Pharmacist will be classified in accordance with the Employer's payroll system and will be paid on a salaried basis in accordance with the Fair Labor Standards Act and Regulations applicable to "exempt" employees.

Section 2 - Pay For Full-Time Overnight Pharmacists

- (a) The appropriate salary schedules (including pay for employees who temporarily work an overnight shift) for a Full-Time Overnight Pharmacist are set forth in Article VI of this Agreement.
- (b) Additional pay for a Full-Time Overnight Pharmacist is earned by working all or part of an extra shift. A Full-Time Overnight Pharmacist who has been compensated for 80 hours in a biweekly pay period will be paid at B rate, prorated as necessary, for working all or part of an extra shift. A Full-Time Overnight Pharmacist who has been compensated for less than 80 hours in a biweekly pay period will be paid at A rate, prorated as necessary, for working all or part of an extra shift. However, additional earnings at B rate, prorated as necessary, will be paid where a Full-Time Overnight Pharmacist works any part of a day shift immediately following an overnight shift whether or not 80 hours in a biweekly pay period have been worked. A and B rates are defined in Article VI of this Agreement.
- (c) If it is necessary to cover the overnight shift with another Full-Time, Part-Time, or Market Salaried Pharmacist, that pharmacist shall receive either the delineated premium pay, to wit, the regular rate of pay as defined in Article VI plus the applicable premium pay, or the schedule B rate if applicable, whichever is greater.
- (d) For emergency coverage, i.e., a Full-Time, Part-Time, or Market Salaried Pharmacist works a succeeding shift to provide coverage for a pharmacist missing an overnight shift, that pharmacist will be paid additional earnings at the B rate, prorated as necessary, for all or part of the extra shift.

Section 3 - Pay for Part-Time Hourly Pharmacists

- (a) Part-Time Hourly Pharmacists shall receive a \$2.50 per hour premium for all hours worked on any full shift beginning at 10:00 p.m. and ending on or before 8:00 a.m.
- (b) Overtime pay for a Part-Time Hourly Pharmacist working the overnight shift will begin only after a pharmacist has worked 40 hours in a workweek, or more than 10 hours in any one work shift. The overtime rate for such Part-Time Hourly Pharmacist will be figured at one and one-half times that pharmacist's regular rate of pay, to wit: the regular rate of pay as defined in Article VI plus any applicable hourly premium pay.

Section 4 - Schedules

The basic overnight schedule shall consist of 72 hours of overnight shifts in a biweekly pay period. Said schedule should be set on consecutive days, if at all possible.

Section 5 - Staffing the Overnight Shift

With regard to the regular staffing of the overnight shift, the following order of preference shall be observed:

- (a) The overnight shift shall first be offered to the most senior pharmacist who has bid on it, subject to the requirements set forth in Article XI, Section 5.
- (b) If no pharmacist has bid on the vacancy or the bid list has been exhausted, the Employer may assign a pharmacist who has volunteered for the opening without regard to seniority.
- (c) If pharmacists cannot be procured in accordance with (a) and (b) above, the Employer shall hire new pharmacists for the overnight shift.
- (d) If a need for emergency staffing arises, the Pharmacist not able to cover an assigned shift must call the store and speak to the Pharmacy Manager. If the Pharmacy Manager is not on duty, they must call the store and speak to the Store Manager or the Assistant Manager on duty to inform them of the reason for his/her unavailability. Store management will then notify the Pharmacy Manager of the emergency staffing situation and the Pharmacy Manager will take appropriate measures to find a replacement. If the Pharmacy Manager is unavailable, store management will contact the District Manager, Area Scheduler or other Area Management who will then take the appropriate steps to cover the pending emergency staffing. Each store will have a prioritized list, including home phone numbers of possible replacements who can be contacted by the appropriate management official. The following prioritized procedures will be followed within the context of an emergency staffing situation:

- (1) The other regularly scheduled Overnight Pharmacist(s).
- (2) Part-Time district Market Pharmacists who have volunteered to work the overnight shift.
- (3) Present Full-Time Pharmacists within the district who have volunteered to work the overnight shift.
- (4) Present Full-Time district Market Pharmacists.
- (5) Pharmacists in adjacent districts who have volunteered to work the overnight shift.

It is understood that if a Full-Time Pharmacist is required to work the overnight shift, such pharmacist shall not be required to perform his/her duties on the next workday. As an example, if a Full-Time Pharmacist worked the overnight shift beginning on Wednesday evening, and that pharmacist was scheduled to work on Thursday at 2:00 p.m. at his/her regular store, he/she would be relieved of work on Thursday for his/her regular shift.

Section 6 - Holidays and Vacations

Overnight pharmacists will be given the opportunity to be scheduled off for three of the named holidays in Article VII, Section 1 of this Agreement.

For ease of administration, it is agreed by the parties that holidays shall be construed to begin at 12:01 a.m. on the day the holiday is normally observed at the retail location. It is understood that restrictions on holiday hours and work schedules do not apply to 24-hour locations, unless specifically addressed in this Article XX.

Full-Time Overnight Pharmacists shall receive Holiday Pay, PTO and other non-work time pay, based on the employee's regular salary as set forth in Article VI, and shift premium, unless the Employer discontinues such payments for Salaried Overnight Pharmacists in the rest of Employer's Markets.

ARTICLE XXI - HEALTH AND SAFETY

Section 1

Upon the written request of a Full-Time Pharmacist, the Employer shall provide the following for use in the Prescription Department:

- (a) cushioned floor mats;
- (b) an antiglare shield for the video display terminal;
- (c) an adjustable video display terminal stand (if feasible for the location);
- (d) a sunshade for the drive-thru window (if applicable);

- (e) a stool suitable for sitting at the prescription counter; and
- (f) a hands-free magnifying lens with light.

Section 2

- (a) The Employer is responsible for security at each location and an armed guard and/or a silent alarm system may, at the sole discretion of the Employer, be provided at any particular location. The hours and schedule of a security guard, if provided, shall be controlled by the Employer.
- (b) There shall be a minimum of three of the Employer's employees scheduled for each shift. It is understood that security personnel and subcontractors are excluded from said three employee count.
- (c) The Employer shall consider concerns raised by the Association regarding security at any particular location.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

Section 1

Except as expressly set forth in this Agreement, this Agreement constitutes the entire agreement between the parties and concludes all collective bargaining negotiations for the term hereof. Inasmuch as both parties have had a full opportunity to negotiate with respect to all matters relating to wages, hours, and all other terms and conditions of employment, neither party is under any duty to bargain with respect to any changes, modifications, or additions to this Agreement to take effect during its term.

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Employer and the Association. 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 terms and conditions.

Section 2

This Agreement is not assignable by any of the parties hereto without the written authorization of the other party first had and obtained.

Section 3

- (a) In the event that any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties; provided that the remaining portions of this Agreement shall remain in full force and effect.
- (b) In the event that a provision of this Agreement is rendered inoperative for the reasons stated in subsection (a) above, the parties, upon written request by any party, shall meet within 30 calendar days of such written request, or such further time as may be mutually agreed upon in writing,

to negotiate the terms of a successor provision; provided that such negotiations shall be confined solely to the subject matter contained in the provision that had been rendered inoperative.

In the event that the parties are unable to agree on a successor provision, the matter shall be submitted to an Arbitrator selected in accordance with the terms of Article XV. The Arbitrator may select either of the parties' offers or may fashion a clause not offered by either of the parties. The Arbitrator will be guided by the intent of the parties as expressed in the clause rendered inoperative.

Section 4

The Employer agrees to make manuals relating to the practice of Pharmacy available to Pharmacists online or via the Employer's intranet.

Section 5

Pharmacists shall not be required to handle refunds and/or special charge accounts

Section 6

Purses and coats shall not be kept in the Prescription Department. If the Employer cannot provide a secure area, the location manager will allow the employee to store the purse and/or coat in the Prescription Department.

Section 7

The Employer shall have the right to inspect any package to insure compliance with the security provisions of the Employer, but shall not search the person of the employee or the employee's belongings.

Section 8

Any agreements, written or verbal, between the Employer and the employees, individually or collectively, shall be void if they conflict with any terms of this Agreement. This Section shall have no application to any mutual agreements of the Employer and Association.

Section 9

Employees covered by this Agreement shall be subject to the terms and provisions of the Walgreen Co. Drug-Free Workplace Policy in effect as of September 22, 2004, as such Policy may, from time to time, be modified or amended by the Employer; provided such modifications or amendments are reasonable, not arbitrary, and are fully discussed with the Association prior to implementation.

APPENDIX A

Location Number	Work Address Line 1	Work Address Line 2	Work City	Work State (External Code)	Work Zip
21287	1200 W STATE ST	STE 102	ROCKFORD	IL	61102
21184	5503 E STATE		ROCKFORD	IL	61108
16520	2668 BELVIDERE RD		WAUKEGAN	IL	60085
13832	4339 DI PAOLO CTR		GLENVIEW	IL	60025
16525	5401 S. WENTWORTH	SUITE 5A1	CHICAGO	IL	60609
15506	3303 W 26TH ST	STE 101	CHICAGO	IL	60623
15460	4440 W 95TH ST	SUITE 0201 P	OAK LAWN	IL	60453
15262	1 N BROADWAY ST		DES PLAINES	IL	60016
13975	711 W NORTH AVE	STE 204	CHICAGO	IL	60610
13924	1775 W DEMPSTER	STE T01116	PARK RIDGE	IL	60068
4505	4025 N SHERIDAN RD		CHICAGO	IL	60613
21143	1000 N WESTMORELAND RD	RETAIL A	LAKE FOREST	IL	60045
16501	6500 N CLARK ST		CHICAGO	IL	60626

Location Number	Work Address Line 1	Work Address Line 2	Work City	Work State (External Code)	Work Zip
16498	2351 E 71st ST	SUITE A	CHICAGO	IL	60649
16093	3040 S CICERO AVE		CICERO	IL	60804
15971	259 E ERIE ST	STE 250	CHICAGO	IL	60611
15678	3245 N HALSTED ST	SUITE 101	CHICAGO	IL	60657
15525	201 E HURON ST	STE 1-210	CHICAGO	IL	60611
15507	3800 W MADISON ST	SUITE 101	CHICAGO	IL	60624
15493	1333 W BELMONT AVE		CHICAGO	IL	60657
15305	912 W BELMONT AVE		CHICAGO	IL	60657
13974	225 E CHICAGO AVE		CHICAGO	IL	60611
9399	2835 N. SHEFFIELD AVE	SUITE 505	CHICAGO	IL	60657

ARTICLE XXIII - DURATION

Section 1

Unless specifically stated herein to the contrary, this Agreement shall remain in full force and effect until and including its expiration date of May 31, 2023.

Section 2

Any party desiring to negotiate a successor to this Agreement shall give written notice to the other party not sooner than 90 calendar days and not later than 60 calendar days prior to the expiration date of this Agreement, or any extension thereof. If neither of the parties hereto give such written notice, this Agreement shall automatically be renewed for consecutive one year periods thereafter.

Section 3

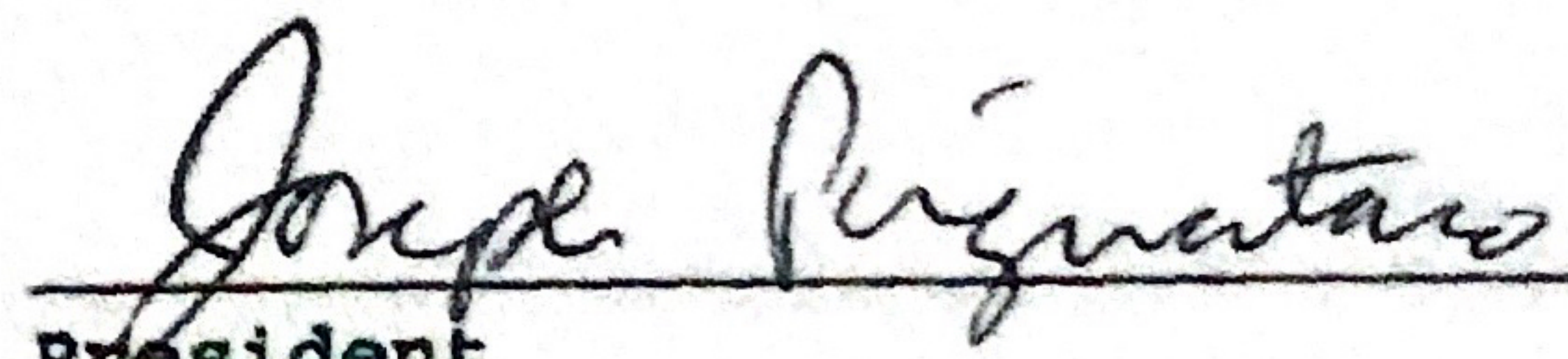
In the event the parties fail to reach a successor agreement by the expiration date of this Agreement, the terms and provisions of this Agreement shall be automatically extended until one party serves the other with at least five days written notice of such party's intent to terminate this Agreement.

WALGREEN CO.



Vice-President,
Labor & Employee Relations

NPhA-USW, Local 1969



President

March 1, 2022
Date

MARCH 1, 2022
Date