

MEMORANDUM OF AGREEMENT (Cleveland area)

It is hereby agreed by and between CVS Pharmacy, Inc (Cleveland Area)(the “Company” or the “Employer”) and United Food and Commercial Workers Union, Local No. 880 (the “Union”) that:

The Company and the Union hereby enter into a new collective bargaining agreement effective April 7, 2024 through 11:59 p.m. on April 8, 2028 (the “2024 CBA”). Except as specifically noted below, the terms of the 2024 CBA shall be the same as the Agreement between the Company and the Union effective from April 7, 2019 through April 6, 2024 (the “2019 CBA”), except as modified in this Memorandum of Agreement. Except as specifically noted below, the only parts of the text of the 2019 CBA that are not part of the 2024 CBA are indicated as being deleted in this Memorandum of Agreement. Except as specifically noted below, subparts of any Article not included below are not changed.

In this Memorandum of Agreement, deletions to existing language of the 2019 CBA are struck through and new language is underlined.

Entire Agreement

All gender specific references in the 2019 CBA shall be modified to be general neutral. Some of these changes are included in the proposals below. All such revisions will be made when the final version of the 2024 CBA is prepared.

Preamble

This Agreement is entered into this 7th day of April, 2024, by and between **CVS PHARMACY, INC. (Cleveland Area)**, hereinafter referred to as the "Employer" or the “Company”, and **UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 880**, chartered by United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Article III Union Security and Check Off

Section 7. In January and July of every year, the Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than ~~semi-annually~~ monthly), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

Section 8. The Employer shall for the term of this Agreement deduct voluntarily contributions to the Union's Active Ballot Club from each pay for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

[Note: Article III, Section 8 is not new language. It has been moved from its prior location in Article XXI Other Conditions, Section 13.]

Article IV Wages

Section 1:

	Effective 4-7-19 <u>4-7-24</u>	Effective 4-5-20 <u>4-6-25</u>	Effective 4-4-21 <u>4-5-26</u>	Effective 4-3-22 <u>4-4-27</u>	Effective 4-2-23
Date of Hire	Minimum Start Rate \$11.00 <u>\$15.00</u> per hour				
Clerks, Store Associates/RX-Shift Supervisor & Pharmacy Tech Trainees—Across the Board	\$.25 <u>\$0.75</u>	\$.25 <u>\$0.50</u>	\$.30 <u>\$0.50</u>	\$.30 <u>\$0.65</u>	\$.30
RX Tech/Trainee, Inventory Specialist	\$0.75	\$0.50	\$0.50	\$0.65	
Shift Supervisor/Trainee, Shift Supervisor RX	\$0.75	\$0.50	\$0.50	\$0.65	
Pharmacy Technician, Lead Pharmacy Tech	\$.25 <u>\$0.80</u>	\$.25 <u>\$0.50</u>	\$.30 <u>\$0.50</u>	\$.35 <u>\$0.65</u>	\$.35

Longevity raise: Additional raises to be effective 1st pay period following July 1st (must reach years of service by July 1st of given year)

Effective 7-1-19 <u>7-7-24</u>	Effective 7-1-20 <u>7-6-25</u>	Effective 7-1-21 <u>7-5-26</u>	Effective 7-1-22 <u>7-4-27</u>
5+ years: additional \$.25	10+ years: additional \$.25 <u>\$0.30</u>	20+ years: additional \$.25 <u>\$0.40</u>	30+ years: additional \$.25 <u>\$0.50</u>

Effective April 7, ~~2019~~2024, the minimum start rate shall be ~~\$11.00~~ \$15.00.

General wages increase:

~~Year 1—\$.25 increase for all employees: Year 1—additional \$.25 for all employees with five (5) or more years of service as of July 1, 2019~~

~~Year 2—\$.25 increase for all employees: Year 2—additional \$.25 for all employees with ten (10) or more years of service as of July 1, 2020~~

~~Year 3—\$.30 increase for all employees: Year 3—additional \$.25 for all employees with twenty (20) or more years of service as of July 1, 2021~~

~~Year 4—\$.30 increase for non-technicians: Year 4—\$.35 for technicians: Year 4—additional \$.25 for all employees with thirty (30) or more years of service as of July 1, 2022~~

~~Year 5—\$.30 increase for non-technicians: Year 5—\$.35 for technicians~~

(a) All employees on the payroll on the above dates ~~with thirty (30) days of service as of July 19, 2019~~ shall receive the across-the-board increases.

Employees filling premium positions are entitled to the premium wage increases listed below ~~above the base rate. These premiums are not cumulative.~~

(b) The Employer shall have the right to designate job classifications of Pharmacy Technician, Lead Pharmacy Technician, and Shift Supervisor. In the event multiple employees in a store are equally capable, willing to do the job, and able to work the schedule, seniority will prevail. The Company reserves the right to designate the number of classified positions in any given store at any given time. The Employer shall also have the right to remove any employee from these positions for performance reasons. Should an employee be removed from these positions, the Employer shall endeavor to return to ~~his or her~~their former position and rate of pay and/or in the position that ~~their~~his or her seniority places ~~them~~him/her. Employees who are classified as Shift Supervisor shall receive a minimum of ~~a fifty-cent (\$.50)~~sixty cents (\$.60) per hour ~~premium in addition wage increase~~ to their regular rate of pay. Pharmacy ~~premiums~~wage increases are conditional upon position certification and classification into the position. Compensation for a Pharmacy Technician will be a minimum of sixty cents (\$.60) per hour in addition to their regular rate of pay or a total of seventeen dollars (\$17.00) per hour, whichever is greater. Employees who are classified as Lead Pharmacy Technician shall receive a minimum of ~~a one dollar and twenty cents (\$1.20)~~two dollars (\$2.00) per hour in addition to their regular rate of pay. ~~These premiums shall not be in addition to any other premiums they are currently receiving. These premiums are not cumulative.~~ In order for a Technician to be eligible for a Lead Technician designation, ~~they~~he or she must become nationally certified by PTCB. The ~~e~~Company agrees to reimburse employees for the cost of national certification (preparation materials through the Company and a test fee [one time only]).

(d) In the event management is not present at a store for a period of at least four (4) out of five (5) days in one (1) a week ~~or more~~, and a designated shift supervisor is given responsibility for store operations, the Company will pay a fifty-dollar (\$50.00) bonus per week to the designated shift supervisor for the additional responsibilities assigned. In the event of multiple shift supervisors in a given store, the Company reserves the right to determine which shift supervisors will be eligible for this bonus.

(g) Employees working in the Shift Supervisor Rx or Store Associate Rx position shall receive a premium of one dollar (\$1.00) per hour for all hours worked in the pharmacy.

Article VI Available Hours

Section 2. There shall be at least two (2) employees (including non-bargaining unit employees), one (1) of which must be a bargaining unit member scheduled in each store for work during all store hours open for business, except in cases involving Bargain Unit members' imminent safety. In the event that a bargaining unit member is working alone in the store or becomes aware that they will be (through call-off or some other reason), the employee must immediately contact their Store Manager, or District Manager if the Store Manager is not available.

The Store Manager or District Manager will determine if another employee is available, or if the store should be temporarily closed until another employee is able to arrive. In the event the employee is alone and cannot reach the Store Manager or District Manager, the employee should temporarily close the store, and contact the Emergency Hotline. During this time, the employee shall continue to perform their other duties throughout the remainder of their shift while the store is closed and waiting for another employee.

Article VII Lunch/Rest Period:

Section 1. At least thirty (30) minutes and no more than one (1) hour ~~on the employee's own time unpaid~~ shall be allowed for lunch on each working day for employees working at least six (6) hours. This lunch period shall not be scheduled until an employee has worked two (2) hours, and no employee will be required to work more than five (5) hours prior to the beginning of the lunch period. Such lunch period shall be scheduled as near to the mid-point of the work day as possible. Lunch periods may be shortened, lengthened, or waived by mutual agreement. Those employees working less than six (6) hours shall not be required to take a lunch period. If an employee's lunch break is interrupted, the employee shall receive another full lunch break.

Section 2. All employees working full shifts (over six (6) hours) shall receive two (2) fifteen (15) minute breaks. All employees working six (6) hours or less will receive one (1) fifteen (15) minute break, and no rest periods shall be given or taken the last hour before a lunch period or end of shift. All rest periods shall be scheduled as near to the middle part of each shift as possible. However, no rest period will be scheduled until an employee has worked at least one (1) hour. If an employee's break is interrupted the employee shall receive another full break.

Article IX Death in Family Bereavement

Section 1. All employees shall be allowed up to three (3) days off with full pay in the event of a death of the employee's brother, sister, parent-in-law, grandparents, stepparent, stepchild, grandchildren, brother-in-law, and sister-in-law, or any other relative residing with the employee. However, an employee shall not be paid more than forty (40) hours per week as a result of this provision. ~~It is understood that such payment for time off may include but not extend beyond the day of the burial.~~ Moreover, if the employee is notified of such death while at work, he shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day. The amount of days are extended to four (4) days if over two hundred and fifty (250) miles, one (1) way, and if over five hundred (500) miles, one (1) way to five (5) days. If additional time off is necessary such time shall be granted by the Employer without pay.

Section 2. All employees shall be allowed up to five (5) days off with full pay in the event of a death of the employee's parent, spouse, or child, which may extend beyond the day of the burial.

Article XII Vacations

Section 1. All employees covered by this Agreement shall be entitled to and receive vacation, on the following basis:

1. One (1) week vacation after one (1) years' service with the Company.
2. Two (2) weeks' vacation after two (2) years' service with the Company.
3. Three (3) weeks' vacation after seven (7) years' service with the Company.
4. Four (4) weeks' vacation after fourteen (14) years' service with the Company.
5. Five (5) weeks' vacation after twenty-~~three (23)~~ (20) years' service with the Company
6. Employees hired after July 19, 2019 shall be entitled to a maximum of four (4) weeks' vacation under the same basis as those hired before July 19, 2019.

Section 8. 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.

Article XIV Leaves of Absence

Section 1. ~~Employees after six (6) months of service may be granted a leave of absence for personal reasons not to exceed thirty (30) days after receiving the Company's permission in writing at the sole discretion of the Company. Application for personal leave of absence must be made in writing to the Company. During a leave of absence, no employee shall engage in any gainful employment. Leaves of absence without pay may be granted to employees upon company approval for up to forty-five (45) days for personal business. Personal leave will not be granted or used for the purpose of working another job.~~

Section 2. ~~Employees after six (6) months of service may be granted a leave of absence for certified medical, without loss of seniority, for ninety (90) days, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for four (4) successive ninety (90) day periods, but in no case shall a medical leave extend beyond one (1) year. In order to be approved for the leave an employee must contact the Company's Leave of Absence Department at 1-888-694-7287 and provide satisfactory certification for the leave. The Company shall not be required to re-employ any person who is not physically or emotionally capable of performing the duties applicable to his position, and to that end, the Company shall have the right to request and to receive a certificate executed by the attending physician of the employee certifying to the fact that the employee is emotionally and physically able to resume his employment duties. The Company may, if it desires, require the employee, prior to the resumption of his employment duties, to be examined by a physician designated by the Company, at the Company's expense. Leaves of absence in excess of the foregoing periods may be granted by the Employer, but retention of seniority in such event shall require agreement by the Union and the Employer. During a leave of absence, no employee shall engage in any gainful employment. Employees returning from an illness leave of absence will return to the~~

~~same store worked prior to going on a leave of absence if seniority permits. A medical leave of absence shall be granted to any non-probationary employee for temporary absence due to illness, injury, or other disability. In order to be approved for the leave an employee must contact the Company's Leave of Absence Department at 1-866-528-7272 and provide satisfactory certification for the leave. Approved leaves of absence will be granted for an initial maximum period of sixty (60) days, but may be extended to a period of one (1) year. In addition such medical leaves shall be further extended, upon written request supported by satisfying medical confirmation, for two (2) successive six (6) month periods, but in no case shall a medical leave extend beyond two (2) years.~~

~~Upon the presentation of medical evidence to the store manager of availability for work following a leave of absence because of illness or injury, the employee shall be restored, seniority permitting, on the next posted work schedule to the job classification previously held.~~

Section 3. ~~No seniority rights shall accrue during a leave of absence, but seniority rights and other employee rights or benefits provided for by this Agreement which accrued prior to this time shall remain. However, seniority rights shall continue to accrue only during leave of absence for on the job injury or a medical leave of thirty (30) days or less. Seniority shall accrue during any approved leave of absence provided that the employee returns to work.~~

Section 4. ~~Employees shall be entitled to a leave of absence up to three (3) months for the adoption of a child less than six (6) years old or a child with a physical or mental impairment that substantially limits one or more of the individual's major life activities. The Employer shall pay health and welfare contributions on behalf of the employee for a period up to three (3) months based on confirmation from an accredited private or public adoption agency.~~

Section 45. All employees shall be granted a military leave of absence as provided for under the Federal Selective Service Training Act of 1947 and its amendments and shall be returned to his job in accordance with the provisions of this Act.

Section 56. Employees on any type of leave of absence will not be considered to have time worked during such leave of absence for the purpose of bracket wage increase eligibility.

Section 67. At the expiration of any leave of absence, an employee will be reinstated seven (7) days after the next schedule is posted, seniority permitting, provided he has notified the Company at least seven (7) days prior to the expiration of such and presents a doctor's certificate indicating he is able to return to work. An employee failing to return to work at the expiration of a leave of absence will be considered as being resigned from his employment.

Section 78. ~~Union Business—The Employer shall grant the necessary time off without discrimination or loss of seniority right to any employee (not to exceed ten (10) people, or one (1) person per store) designated by the Union to attend a labor convention, or serve in any other capacity or other official Union business; provided the Employer is given at least fourteen (14) days' notice in writing specifying the length of time off. Such time off shall not exceed fourteen (14) days. The Employer shall grant the necessary time off without discrimination or loss of seniority rights to any employee (maximum one (1) per store) not to exceed ten (10) days, designated by the Union to attend a labor convention. The Employer shall grant the necessary~~

time off without discrimination or loss of seniority rights to any employee to serve on any other official Union business provided that the Employer is given at least fourteen (14) days' notice, in writing, specifying the length of time, not to exceed one (1) year.

Section 89. No employee shall be required to take paid vacation or paid holidays for any FMLA absence in which the employee does not request to receive such pay. The Union and the Company agree to comply with all provisions of FMLA.

Article XV Holidays

Section 1. All employees shall be eligible to be paid for the following holidays:

New Year's Day	Labor Day
<u>Martin Luther King, Jr. Day</u>	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Five (5) Personal Holidays

Section 5. ~~Work on Christmas Day will be on a voluntary basis. In the event the Employer cannot staff the store on Christmas Day with sufficient volunteers then inverse order of seniority will be used to staff the store. On Christmas Day, in the event the store is open, such store shall be staffed as follows:~~

- ~~1. By volunteers by seniority within each store;~~
- ~~2. By volunteers, if any, by seniority within the geographic region of the store;~~
- ~~3. By inverse seniority within classification within the store;~~
- ~~4. Such staffing shall not be part of the normal holiday rotation.~~

Section 6. ~~The Company will, to the extent possible, staff the store after 6:00 P.M. on Christmas Eve with volunteers. Hours worked after 6:00 P.M. shall be paid at double time. In the event there are not enough volunteers, compulsion will be in inverse order of seniority within classification.~~

Article XVI Health and Welfare

Section 3. Employer contributions to the Fund for all employees hired prior to March 31, 1987, shall be as follows:

A. FULL TIME Effective as of September 1, 20~~23~~¹⁸, the Employer will pay one thousand ~~fivetwo~~ hundred ~~forty-fivethirty-six~~ dollars (\$~~1,5451,236~~.00) per month [Plan 56R] for each employee covered by the Agreement hired before October 29, 1984, and averaging twenty (20) hours or more per week for the preceding eight (8) consecutive weeks on the payroll, or for

each employee covered by the Agreement hired after October 29, 1984, but before March 31, 1987, and averaging thirty (30) hours or more per week, for the preceding eight (8) consecutive weeks on the payroll.

B. PART TIME Effective as of September 1, 20~~23~~¹⁸, the Employer will pay one hundred and ~~fiftytwo~~^{one} dollars (\$~~150~~¹²¹.00) per month [Plan ~~3025~~^R] for each employee covered by this Agreement hired before October 29, 1984, averaging less than twenty (20) hours per week for the preceding eight (8) consecutive weeks on the payroll, or for each employee covered by this Agreement hired after October 29, 1984, but before March 31, 1987, averaging less than thirty (30) hours per week for the preceding eight (8) consecutive weeks on the payroll.

C. Spousal Coverage Election-Surcharge: For employees who are enlisted to coverage under Section 3.A. above, the Fund will make spousal coverage available with an employee surcharge of \$40.00 per month for spousal coverage for employees who elect to continue coverage for their spouses. For those employees electing spousal coverage, the Employer is responsible for remitting the required \$40.00 per month spousal coverage surcharge to the Fund and either deducting (with employee authorization) the \$40.00 amount from the pay of the employee or seeking reimbursement from the employee.

Section 4. Employer contributions to the Fund for all employees hired on or after March 31, 1987 and on or before March 1, 2015, shall be as follows:

A. FULL TIME Effective as of September 1, 20~~23~~¹⁸, the Employer will pay ~~one thousand two~~^{nine} hundred and ~~threesixty~~^{three} dollars (\$~~1,203~~⁹⁶³.00) per month [Plan 58R] for each employee covered by this Agreement averaging thirty (30) hours or more per week for the preceding eight (8) consecutive weeks on the payroll.

B.1. PART TIME Effective as of September 1, 20~~23~~¹⁸, the Employer will pay one hundred and ~~fiftytwo~~^{one} dollars (\$~~150~~¹²¹.00) per month [Plan 30R] for each employee covered by this Agreement averaging less than thirty (30) hours per week for the preceding eight (8) consecutive weeks on the payroll.

C.1. Spousal Coverage Election-Surcharge: For employees who are entitled to coverage under Section 4.A. above, the Fund will make spousal coverage available with an employee surcharge of \$40.00 per month for spousal coverage for employees who elect to continue coverage for their spouses. For those employees electing spousal coverage, the Employer is responsible for remitting the required \$40.00 per month spousal coverage surcharge to the Fund and either deducting (with employee authorization) the \$40.00 amount from the pay of the employee or seeking reimbursement from the employee.

BD.1.2. For each bargaining unit employee as of March 1, 2015 who has been averaging less than thirty (30) hours per week, but who becomes an ACA Full-time Employee because the employee averaged thirty (30) or more hours during a "Standard Measurement Period", such employee shall receive benefits and the Employer will pay contributions in accordance with Section 3.A. or 4.A, as applicable, during the corresponding Standard Measurement Period.

Section 5.

A. Contribution levels effective September 1, 20~~24~~¹⁹, September 1, 202~~50~~⁵⁰, September 1, 202~~16~~¹⁶, ~~September 1, 2022,~~ and September 1, 202~~73~~⁷³, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Article, provided, however, ~~and except as provided below with respect to the New Ancillary Plan,~~ that any increase to maintain benefits shall not exceed ten percent (10%) on September 1, 20~~24~~¹⁹, and provided further, however, that any increase to maintain benefits shall not exceed ten percent (10%) on September 1, 202~~50~~⁵⁰, and shall not exceed ten percent (10%) on September 1, 202~~16~~¹⁶, and shall not exceed ten percent (10%) on September 1, 202~~72~~⁷², ~~and shall not exceed ten percent (10%) on September 1, 2023.~~

B. Notwithstanding the above, with respect to the Ancillary Plan only, contribution levels effective September 1, 20~~19~~²⁴, September 1, 2020~~25~~²⁵, September 1, 202~~1~~²⁶, ~~and September 1, 2022~~²⁰²⁷, ~~and September 1, 2023,~~ shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Article, provided, however, that any increase to maintain benefits shall not exceed six percent (6%) on September 1, 20~~19~~²⁴, and provided further, however, that any increase to maintain benefits shall not exceed six percent (6%) on September 1, 2020~~25~~²⁵, shall not exceed six percent (6%) on September 1, 202~~0~~²⁶, and shall not exceed six percent (6%) on September 1, 202~~1~~²⁷, ~~shall not exceed six percent (6%) on September 1, 2022, and shall not exceed six percent (6%) on September 1, 2023.~~

Section 11. All bargaining unit employees hired on or after March 2, 2015 shall participate in the Employer's medical/prescription drug plans offered the Employer's employees, and shall do so on a non-discriminatory basis such that the terms and conditions of such coverages offered to bargaining unit employees shall be identical with those offered to the Employer's employees generally. The Employer will work with the Union, both during this initial enrollment period and during all subsequent enrollment periods, to resolve any individual eligibility/enrollment issues, as well as for a period of thirty (30) calendar days after the close of the open enrollment period. All bargaining unit employees hired on or after March 2, 2015 shall participate in Plan 30R after completion of the waiting period set forth in Section 2 and effective September 1, 20~~23~~¹⁸, the Employer shall pay one hundred and ~~fifty~~^{twenty-one} dollars (\$~~150~~²¹.00) per month after completion of the waiting period.

Transition Provision: (will only be in memorandum)

1. The required \$40.00 spousal surcharge will be implemented the first day of the month which immediately follows the 90th day after ratification.

Article XVII Facilities and Uniforms

Section 2. ~~Employees will be permitted to change into blue jeans while loading/unloading trucks in the delivery area. Aprons will be supplied by the Employer for all employees required to perform loading or unloading of truck. The Company shall take and maintain reasonable precautions and standards for the safety and health of its employees at its facilities during the hours of their employment. Upon request of the Union, the Company shall meet to discuss safety and health concerns.~~

Article XVIII Seniority

Section 1. The Company recognizes the principle of area wide seniority and, all other things being equal, will apply this principle wherever possible. In the event of reduction of store budget (operating hours), least senior employees shall have their hours reduced first. Seniority shall be defined as mean the length of continuous employment with the Company, ~~except that seniority shall continue during a lay off for a period not to exceed one (1) year. Seniority accumulated during a lay off, however, will not be counted towards vacation credit. In layoffs and rehiring, the principle of seniority shall apply and the last employee to be laid off shall be the first employee to be recalled to work. An employee subject to layoff shall have the option of displacing the least senior employee within the business district, the appropriate geographic area, as agreed to by the Union and the Employer, and then the bargaining unit or may opt to take the layoff.~~

Section 2. Seniority shall be considered broken for the following reasons:

1. Voluntary quit or retirement
2. Discharge for just cause
3. Failure to report for work after a lay off within ten (10) days after being notified by the Company to report for work by certified mail to the last known address of the employee.
4. Failure to report for work at the expiration of a leave of absence.
5. Continuous lay off for a period of more than one (1) year.
6. An employee who is absent from work for three (3) consecutive scheduled days either without reporting off or without an adequate reason for his/her absence shall be considered as a voluntary quit.

Section 3. In the event two (2) or more employees are hired on the same day, seniority shall be determined by using the last four digits of the individual's social security number with the lowest number being considered the most senior.

Section 4. The steward of the Union shall be considered to have the longest seniority for purposes of lay off. For the purposes of layoff, only one (1) steward per store may be protected, and a list of such stewards shall be furnished to the Employer.

Section 5. Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to ninety (90) days from the date of assignment. In the event the employee or the Company request to return the employee to his or her former classification within the probationary period, the Company will make the necessary retroactive contributions to the United Food & Commercial Workers Union Employer Health and Welfare Fund and to the United Food & Commercial Workers Union-Employer Pension Fund for that period.

Section 26. An employee may be transferred between the Cleveland CVS Agreement and Akron Youngstown CVS agreement collective bargaining units of the same Employer with the mutual agreement of the Employer, the Union and the employee. Such an

employee shall acquire a seniority date beginning with his or her first (1st) day of work in the unit to which transferred. To the extent that the transferred employee's new seniority date permits him or her to be regularly employed for a period of three (3) calendar months, his or her seniority shall be changed to include seniority in the unit transferred from. Such an employee shall maintain seniority in the bargaining unit transferred from until the transfer becomes permanent at the end of three (3) calendar months.

Article XIX Pensions

Section 1. The Employer agrees to contribute as hereinafter provided to a jointly administered trust fund known as the United Food and Commercial Workers Union Local 880 Mercantile Employers Joint Pension Fund. Such contribution shall be made on or before the fifteenth (15th) day of each month for eligible hours accrued through the last full work week of the preceding calendar month. The following Employer contributions for each eligible employee will be made for all hours worked by each employee member of the bargaining unit, including hours of vacations and paid holidays, but not to exceed eight (8) hours in any work day or forty (40) hours in any work week for any individual employee. However, no part of such payments shall be included in the regular rate of pay of any employee.

~~**Section 2(a).** Effective October 1, 2018, Employer Contributions to the Fund shall be one dollar and ninety seven cents (\$1.97) for all hours worked by employees in the bargaining unit during the preceding month.~~

~~—— **Section 2(b).** Effective October 1, 2019, Employer Contributions to the Fund shall be two dollars and six cents (\$2.06) for all hours worked by employees in the bargaining unit during the preceding month.~~

~~**Section 2(c).** Effective October 1, 2020, Employer Contributions to the Fund shall be two dollars and fifteen cents (\$2.15) for all hours worked by employees in the bargaining unit during the preceding month.~~

~~**Section 2(d).** Effective October 1, 2021, Employer Contributions to the Fund shall be two dollars and twenty four cents (\$2.24) for all hours worked by employees in the bargaining unit during the preceding month.~~

~~**Section 2(e).** Effective October 1, 2022, Employer Contributions to the Fund shall be two dollars and thirty three cents (\$2.33) for all hours worked by employees in the bargaining unit during the preceding month.~~

~~**Section 2(d).** Effective October 1, 2023, Employer Contributions to the Fund shall be two dollars and forty two cents (\$2.42) for all hours worked by employees in the bargaining unit during the preceding month.~~

Section 2. Effective October 1, 2023, Employer Contributions to the Fund shall be two dollars and forty-two cents (\$2.42) for all hours worked by the employees in the bargaining unit during the preceding month.

Article XXI Other Conditions

Section 5. The Employer recognizes the right of the Union to select not more than two a-stewards at each store to represent the employees on grievances concerning the interpretation or application of this Agreement.

~~Section 13. The Employer shall for the term of this Agreement deduct voluntarily contributions to the Union's Active Ballot Club from each pay for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.~~

[Note: Section 13 is being moved to Article III Union Security And Check Off, Section 8.]

Section 1413. The Company and the Union agree that any employee promoted into a shift supervisor position, into the pharmacy from a front store position, or into any non-bargaining unit position, must successfully pass a drug test screening in order to be eligible for the promotion. Employees currently in shift supervisor or pharmacy positions are exempt from this testing. Such drug testing policy will be negotiated with the Union and not change during the term of this agreement without prior union approval.

Section 1514. In the event an 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 30 days or a reasonable period as agreed between the Union and the Employer, they remain on the excluded parties list, their employment will 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 30 days or a reasonable period as agreed between the Union and the Employer, they are not eligible to work, their employment will be terminated.

On a regular basis, the Company will contract to have the appropriate databases reviewed to determine work eligibility verified for all employees.

Section 15. Cash register errors are not to be deducted from or added to wages earned by employees. In those cases where an employee is responsible for cash register errors, such employee shall be subject to established disciplinary action by the Employer if these errors are in sufficient numbers or in amounts which tend to cast doubt on the employee's ability or integrity.

Section 16. No employee covered by this Agreement shall be required by any representative of the Employer to be the subject of a polygraph test, psychological stress evaluator, or similar device for any reason whatsoever.

Article XXIII Grievance and Arbitration Procedure

Step 1

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) calendar days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) calendar days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

Step 2

There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall answer all disputes or grievances in writing within fourteen (14) calendar days after the receipt of same.

Step 4

In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Within fourteen (14) calendar days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the Agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

The expenses incurred in the Arbitration Procedure, such as hearing room, stenographer, and the arbitration fee, shall be divided equally between the Company and Union. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement, but only to interpret the provisions of this Agreement.

Section 3. The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to arbitration no later than ~~thirty (30)~~ sixty (60) calendar days after the last Step 3 meeting is held.

Section 4. The arbitrator's decision shall be issued within thirty (30) calendar days after the dispute or grievance is submitted to the arbitrator and shall final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 5. The time limits specified in Section 1 above may be extended by written mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits. All time limits referring to "days" in this Article shall be understood to mean calendar days.

Section 8. In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, ~~except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.~~

Section 9. Any grievance concerning the discharge of any employee may be entered directly into Step 3 of the Grievance and Arbitration Procedure within fifteen (15) calendar days after the date of discharge by the Union in writing to the Company asserting that the discharge was improper. Should the Arbitrator determine that the discharge was not for proper cause, the Company shall reinstate the employee according to the findings of the Arbitrator.

Article XXV Severability:


The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall remain in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of re negotiating an Agreement on provisions so invalidated.

Article XXVI Term Of Agreement

This Agreement shall expire at 11:59 p.m. on April 68, 20242028, or continue from year to year unless notice is given, in writing, by either party not less than sixty (60) days prior to the expiration date hereof.

Agreed to and executed by the duly authorized representatives of the Company and the Union on April __, 2024.

CVS Pharmacy, Inc.


By: 
Christopher P. Getaz, AVP Employee
and Labor Relations

By: 
Tom Guz, Lead Director, Labor Relations

By: 
Jason Ross, Senior Management, Labor
Relations

**United Food and Commercial Workers
Union, Local No. 880**

By: 
Miles Anderson, President

By: 
Carl Green, Secretary-Treasurer