

# GUILD FOR PROFESSIONAL PHARMACISTS

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APRIL 6, 2012

**MEMO:** **TO ALL PHARMACISTS EMPLOYED BY CVS**

**RE:** **TENTATIVE AGREEMENT – RATIFICATION**

**ENCL:** **BALLOT AND RETURN ENVELOPE**

As you recall, in our negotiation update of March 23, 2012, CVS indicated to the Guild that to consider any additional wages (above their last proposal) would require meetings with their superiors at CVS Headquarters in Rhode Island. On April 4, 2012, the Employer contacted the Guild and stated that Corporate Headquarters had modified their last economic offer. The Company stated that in order to increase the wages of the current pharmacists, they would have to adjust the wages for newly licensed pharmacists hired after March 31, 2013. ALL CURRENTLY EMPLOYED PHARMACISTS WILL REMAIN AT THE TOP RATE OF PAY. The Guild notified the Guild/CVS Negotiating Committee Members of the change and the Committee Members approved the Tentative Agreement unanimously.

In order for the new wage (retroactive to March 29, 2012) to become effective, the membership must ratify the tentative agreement.

Enclosed you will find a ballot to approve or reject the tentative agreement. Ballots must be returned (envelope enclosed) to the Guild office by **APRIL 18, 2012** at which time they will be opened and counted. All CVS members may be present at the ballot count.

## **TENTATIVE AGREEMENT**

All other sections in the current agreement remain in full force and effect.

- 1. TERM: Three (3) year Agreement – 3/29/2012 to 3/28/2015.**
- 2. Guarantees 40 hours per week for full-time regular Guild pharmacists (overnight pharmacist language remains unchanged.)**

Article 5.3.1 Full-Time: Change to read: A full-time pharmacist is one who is regularly scheduled to work 40 hours or more per week, ~~or compensated at the equivalent of 40 hours straight time wages per week.~~ A full-time overnight pharmacist is one who is compensated at the equivalent of 40 hours straight time wages per week.

- 3. Deleted language for scheduling.**

Article 5.9 Days Off and Starting Times: Delete ~~To the extent possible, the Employer shall strive to schedule all full-time pharmacists consecutive days off and uniform starting times each workweek.~~

- 4. Clarification of current language for discontinued 24-hour Pharmacy Operations.**

Article 5.14.6 Discontinued 24 Hour Pharmacy Operations: Change to read: If the Employer discontinues a 24 hour pharmacy operation, the Guild and CVS will meet and confer to determine relocation options for displaced full-time late shift pharmacists ~~who volunteered and were not originally hired for such work may exercise their seniority to obtain a regular full-time position by bumping the least senior pharmacist in the operating district in which the affected 24-hour pharmacy is located, provided the late shift pharmacist's seniority is greater.~~ If the two parties cannot reach an agreement, the displaced full-time late shift pharmacists may exercise their seniority in accordance with Article 9.2.

## **5. Clarification of rest and meal period language (see Appendix B for comprehensive explanation.)**

Article 5.11.1 Rest Periods: Change to read: The Company ~~is committed to pharmacists getting their rest periods and Pharmacy Team Leaders will assist pharmacists in taking them~~ encourages pharmacists to take their rest periods in accordance with California State Law and the collective bargaining agreement. The rest period will be taken at the most appropriate time within the four (4) hour period. Complete rest period details are included in Appendix B.

Article 5.11.2 Rest Periods: Change to read: If the Employer fails to ~~provide~~ permit a rest period, the Employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. It is understood and agreed that this language is not applicable to situations in which the pharmacists are ~~provided with an opportunity~~ permitted to take a rest period, but decline to do so. It also does not apply to situations in which a pharmacist has the ability to take a rest period at his or her convenience, without being formally requested to do so by a manager, and declines to do so.

## **6. Change of vacation scheduling deadlines.**

Article 8.5 Vacation Schedules: Change to read: The employer shall provide a vacation request sheet by ~~January 15<sup>th</sup>~~ November 15<sup>th</sup> of the preceding calendar year ~~each year~~, to be returned no later than ~~February 1<sup>st</sup>~~ December 1<sup>st</sup> of the preceding calendar year. Pharmacists will submit their vacation weeks requested and the Employer will assign such weeks available on the basis of seniority within the Pharmacy Supervisor's district to which the pharmacist is assigned.

Vacation periods shall be fixed by the Employer to suit the requirements of the business, ~~but as far as possible and practicable, vacations will be given during the summer months (through October, if requested by the pharmacist), and for pharmacists with school-age children during the school vacation.~~

Vacation approvals will be communicated in writing to each pharmacist by the end of ~~February~~ December of each year. Once approved, a Pharmacist's vacation schedule will not be changed, altered or voided without mutual consent of the Employer and the staff pharmacist. In addition, the Employer will provide a list of open vacation dates and allow an additional period of time for pharmacists who could not be accommodated on the first round to request such dates by seniority. Staff pharmacists will not be responsible for finding replacement pharmacists for approved vacation scheduling.

## **7. Clarification of holiday pay.**

Article 8.9 Holiday During Vacation: Change to Read: If a holiday named under Article 6.0 of this Agreement falls within the vacation period of a pharmacist, the pharmacist shall be ~~granted an additional day of vacation with full pay, or an additional day's pay in lieu of the holiday~~ paid for the holiday.

## **8. Clarification of work.**

Article 18 (b) Pharmacist Dignity and Pharmacist Rights: Change to Read: to enable pharmacists to focus on professional responsibilities, the Employer agrees that it will not assign ~~unreasonable maintenance~~ janitorial duties to pharmacists, although the Guild agrees that ~~housekeeping duties~~ minimum maintenance functions consistent with professional status and emergency clean ups will continue to be performed by pharmacists.

## **9. Premium Pay for Overnight Pharmacists.**

ARTICLE 5.14.1 PREMIUM PAY: CHANGE PREMIUM PAY AMOUNT FROM \$5.00/HR TO \$5.50/HR FOR ALL NIGHT PHARMACISTS.

**10. WAGE INCREASE – ALL PHARMACISTS EMPLOYED NOW AND HIRED BEFORE 3-31-2013**

**APPENDIX A**  
SCHEDULE OF SALARY RATES

**A. Minimum Hourly Wage Rate - Full-Time and Part-Time Registered Pharmacists**

<b>CURRENT WAGE</b>	<b>MARCH 29, 2012</b>	<b>MARCH 31, 2013</b>	<b>MARCH 30, 2014</b>
\$61.40/HR \$ 127,712/YR	\$62.90/HR \$ 130,832/YR	\$64.30/HR \$ 133,744/YR	\$65.75/HR \$ 136,760/YR
<b>\$136,760 minus \$127,712 = \$9,048</b> <b>CURRENT GUILD PHARMACIST ANNUAL SALARY INCREASES BY \$9,048/YEAR</b>			

**11. WAGE INCREASE – PHARMACISTS HIRED AFTER 3-31-2013 LICENSED LESS THAN 1 YEAR**

**Minimum Hourly Wage Rate - Full-Time and Part-Time Registered PHARMACIST LICENSED LESS THAN 1 YEAR AS OF 3/31/2013.\*\***

<b>MARCH 29, 2012</b>	<b>MARCH 31, 2013</b>	<b>MARCH 30, 2014</b>
N/A	\$62.90	\$64.30

**\*\*Company may start at regular full-time and part-time rate at its sole discretion if it deems appropriate.**

**Minimum Hourly Wage Rate - Full-Time and Part-Time Registered PHARMACISTS LICENSED LESS THAN 1 YEAR AS OF 3/30/2014\*\***

<b>MARCH 29, 2012</b>	<b>MARCH 31, 2013</b>	<b>MARCH 30, 2014</b>
N/A	N/A	\$62.90

**\*\*Company may start at regular full-time and part-time rate at its sole discretion if it deems appropriate.**

**12. Pharmacist Rest Periods (see Appendix B)** – a great deal of discussion was spent during negotiations concerning pharmacists’ difficulty in taking rest periods. Appendix B outlines the procedure for taking a 10-minute break which you are both legally and contractually entitled to take.

**THE NEGOTIATING COMMITTEE**  
**UNANIMOUSLY RECOMMENDS YOUR**  
**APPROVAL OF THE TENTATIVE**  
**AGREEMENT.**

CVS GUILD PHARMACIST NEGOTIATING COMMITTEE			
JAYAN BHAKTA	CVS #9571/8840	TODD TAKASAKI	CVS # 8862
LINN STALNAKER	CVS # 8881	BEVERLY COMBS	CVS # 8893

**BALLOTS MUST BE RETURNED (ENVELOPE ENCLOSED) TO THE GUILD OFFICE BY APRIL 18, 2012 AT WHICH TIME THEY WILL BE OPENED AND COUNTED. ALL CVS MEMBERS MAY BE PRESENT AT THE BALLOT COUNT.**

**Professionally yours,**

*Ralph Vogel*

**Ralph Vogel, Pharm.D.**

**President, Guild For Professional Pharmacists**

# APPENDIX B

**TO:** Pharmacy Supervisors, Pharmacy Team Leaders, Store Managers, and Pharmacists in Regions 54, 60, 65, and 72

**FROM:** Michael D. Squire, Area 14 Human Resources Director

**RE:** Pharmacist Rest Periods

I would like to review and reiterate specific components of the Meal and Rest Period Policy for Non-Exempt California Colleagues as they apply to non-exempt Pharmacists. A copy of this policy is attached.

All non-exempt Pharmacists are authorized and permitted to take a paid rest break of at least 10 minutes in duration during each four (4) hours, or major fraction thereof, that they work. If the Pharmacist's total daily work time is less than 3.5 hours, however, no paid rest break is required. Non-exempt Pharmacists who work a shift of six (6) to ten (10) hours are permitted to take two paid rest breaks. Rest breaks may not be combined with each other or added to a meal period and should be taken in the middle of each four (4) hour work period insofar as is practicable.

Due to the nature of the pharmacy operations and the work performed by the Pharmacist, it is important that Pharmacists adequately plan to ensure they are able to take their authorized rest breaks with minimal impact to patient expectations.

When the pharmacy is staffed with more than one Pharmacist, those Pharmacists are expected to work with one another to take their authorized rest breaks at the most appropriate times, within the guidelines above.

When a pharmacy is staffed with only one Pharmacist, that Pharmacist is expected to plan accordingly and recognize appropriate opportunities to take his/her authorized rest break(s), within the guidelines above. The Pharmacist is permitted to leave the Pharmacy temporarily to take his/her authorized rest break(s), in accordance with the California Code of Regulations, *16 CA ADC § 1714.1*, a copy of which is attached.

If a Pharmacist in either circumstance is required by their Pharmacy Team Leader or a member of store management, or in the event of a patient emergency, to return to the pharmacy prior to the completion of their authorized rest break, the Pharmacist is expected to retake their entire rest break at the most appropriate time, within the guidelines above.

CVS/pharmacy is committed to ensuring that all non-exempt Pharmacists are authorized and permitted to take required rest breaks. As such, a Pharmacist will not be subject to retaliation for compliance with this policy. If a Pharmacist is not permitted to take an authorized rest break by their Pharmacy Team Leader or a member of store management, the Pharmacist should immediately notify their Pharmacy Supervisor. If a Pharmacist feels that they have been subject to retaliation for taking an authorized rest break, the Pharmacist should immediately notify their HR Business Partner or Employee Relations Manager.

If you have any questions regarding the Meal and Rest Period Policy for Non-Exempt California Colleagues, please do not hesitate to contact your Pharmacy Supervisor or HR Business Partner.