

COLLECTIVE AGREEMENT

Between

PHARMA PLUS DRUGMARTS LTD.

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 414**



Effective from: June 5, **2011** to June 4, **2014**

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ARTICLE 1: PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Company and those employees who come within the Bargaining Unit.
- 1.02 It is the desire of all parties to the Agreement to co operate in maintaining a harmonious relationship between the Company and its employees and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this Agreement.

ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive representative and sole bargaining agent for all employees at **Katz Group Canada Ltd. Corporate Retail Stores** in the Regional Municipality of Ottawa Carleton, save and except Store Managers, Assistant Store Managers and persons above the rank of Assistant Store Manager, Graduate and Under Graduate Pharmacists including Pharmacy Interns and Apprentice Pharmacists, and Clerical Administrators assigned to the Regional Office.
- Stores shall be staffed by Assistant Store Managers on the following basis;
- All stores shall have one (1) Assistant Store Manager, unless,
- The store is open for 100 hours or greater per week or has front store sales volumes in excess of \$100,000.00 per week, in which case there may be two (2) Assistant Store Managers.
- Assistant Store Managers shall not be used to the extent that they cause a lay-off or a reduction of hours of any bargaining unit employees.
- 2.02 A person classified as a Management Trainee is a member of the bargaining unit until such time as the Company advises the Union that the trainee has successfully completed his training which shall be done within a period up to 12 months for Management Trainees not formerly in the bargaining unit and up to six months for Management Trainees coming formerly from the bargaining unit.
- 2.03 (a) A regular full time employee shall mean an employee who is normally scheduled to work the normal hours set out in Article 9.01 herein.
- (b) A regular part time employee shall mean an employee who is normally scheduled to work no more than **twenty-eight (28)** hours per week, unless relieving for the following exceptions:
- (a) When a full time or part time employee is absent for any reason.
- (b) From December 1st to January 1st.

- (c) For the first three (3) weeks previous to and the three (3) weeks following the opening of a new store and the commencement date of promotional activities in a store, which has been refurbished.
- (d) During the six (6) working days immediately preceding a legal holiday;
- (e) For training purposes (two (2) consecutive weeks for new stores, refurbished stores and new equipment);

ARTICLE 3: DUES COLLECTION

- 3.01 The Company agrees that the check off of Union dues and initiation fees or amounts equivalent thereto shall be made on a bi weekly basis from the wages of the employees of the Company and all shall so authorize the Company. Monies so collected will be remitted to the Union not later than the 25th day of the following calendar month. Employees will also be required to obtain and maintain membership in good standing in the Union provided that for the purposes of this Agreement, such membership in good standing shall be entirely satisfied by the regular payment of Union dues. The Union shall hold the Company harmless with respect to all dues so deducted and remitted and with respect to any liability which the Company might incur as a result of such deduction and remittance.
- 3.02 It is understood between the parties of this Agreement that employees who are now members of the Union, or who may become members of the Union shall remain members in good standing, in respect to payment of monthly dues, until the termination date of this Agreement.

ARTICLE 4: RIGHTS OF PARTIES TO AGREEMENT

- 4.01 The Union agrees that it is exclusively the function of the Company to direct and control store operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable Company rules and regulations, to hire, lay off or assign employees' working hours, to suspend, transfer, promote, retire at the normal retirement age, demote, discipline and discharge non-probationary employees for proper cause. These are solely to be the rights and functions of the Management provided that these rights shall be exercised with due regard for the rights of the employees and further provided that these rights shall not be used for the purposes of discrimination against any employee.
- 4.02 Claims of discriminatory demotions and of unjust discipline or discharge shall be subject to the grievance procedure herein, provided that the penalty for proven or admitted misappropriation of funds, theft or other fraudulent actions may be discharge of non-probationary employees.

ARTICLE 5: NO DISCRIMINATION OR INTIMIDATION

- 5.01 It is agreed that there will be no discrimination or intimidation by the Company, the Union, or their respective representatives, against any employee because of his Union or non-Union affiliation or because of his activity or lack of activity in the Union.
- 5.02 It is further agreed that there will be no solicitation of members, collection of dues, telephone usage for Union business, or other Union activity on the premises of the Company during working hours, without first obtaining permission from the immediate representative of Management.
- 5.03 The Company and the Union agree that they shall not discriminate against any employee because of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin in accordance with the provisions of The Ontario Human Rights Code. The Company and the Union agree that every person has the right to be free from harassment in accordance with the provisions of the Ontario Human Rights Code.
- 5.04 It is understood that wherever this Agreement refers to "he", it is intended to mean "he" or "she".

ARTICLE 6: REPRESENTATION, GRIEVANCE PROCEDURE, ETC.

- 6.01 The Company agrees that the employee shall have the right to representation by a Grievance Committee of not more than two (2) members. This committee shall have the right to confer with the Company on any grievance having to do with the interpretation or violation of this Agreement. It is understood that Stewards and Members of the Grievance Committee have their regular work to perform on behalf of the Company and that if it is necessary to service a grievance during working hours, they will not leave their work without first obtaining permission from the immediate representative of Management.

No individual member or group of employees shall undertake to represent the Local Union at meetings with Management without proper authorization from the Local Union.

There shall be an earnest and honest effort to settle all grievances and disputes immediately. The procedure which shall govern the handling of such grievances and disputes between the Company and its employees shall be as follows and not otherwise:

Step No. 1: Any employee subject to this Agreement believing he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, shall take up the grievance with his Store Manager in an effort to effect a settlement. The employee's steward, or in the stewards absence, another employee of the employees choice who is in the workplace, may be involved at the request of the employee. This matter shall be taken up with the Store Manager within five (5) working days after the circumstances giving rise to

the complaint have occurred. If the employee does not receive a satisfactory settlement within forty eight (48) hours, he shall place the grievance in writing with the Grievance Committee, to be taken up by them with the employee's Store Manager. It will be submitted on a Grievance Form supplied by the Union and shall include the nature of the grievance and the section or sections of the Agreement which are alleged to have been violated.

Step No. 2: If the grievance is not then settled within the period of seven (7) working days, it shall be taken up between the Committee, the Human Resources Department or their designate, and a National Representative or Business Agent of the Union, who may be called in at the request of either party. At this time, the Union shall indicate in writing the section or sections of the collective agreement, which are alleged to have been violated and the remedy which the grievance requests. In replying to the grievance at this step, the Company shall state its reasons in writing.

Step No. 3: If the grievance is not then settled within a period of seven (7) working days, following Step 2, then at the request of either party to this Agreement, the grievance may be referred to Arbitration. If no written request for Arbitration is received within twenty (20) days after the decision that the grievance is not settled at Step No. 2, then the grievance shall be deemed to have been settled.

- 6.02 A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step No. 2.
- 6.03 (a) If the party filing a grievance does not process it from one step to the next within the time limits set out above, then the grievance will be considered to have been dropped by the party instituting the grievance. If the responding party does not respond within the time limits of the grievance procedure, then the grieving party may process the grievance to the next step.
- (b) The application of 6.03(a) above shall be subject to the principle that if a grieving party who has missed a time limit can show that there were reasonable grounds for missing the time limit, then the other party shall waive the time limit, which has been missed.
- (c) In any event, any time limit may be waived by mutual consent in writing.
- 6.04 **Arbitration**
- (a) When either party requests that a grievance be submitted to Arbitration that both parties will consent to the appointment of a single Arbitrator. The selection of the single Arbitrator will be on the basis of both parties submitting three names and agreeing on a potential Arbitrator from the names presented. Where the parties are unable to agree to an arbitrator, either party may request the Minister of Labour to appoint an arbitrator and such appointment shall be binding.
- (b) The Union and the Company agree that each will be responsible for one half of the fees and expenses of the Arbitrator.

- (c) No matter shall be submitted to arbitration by either party which has not been carried through all previous steps of the grievance procedure.
- (d) Any agreement reached between the Company and the Union to resolve a grievance shall be binding on both parties and upon any employee involved.
- (e) In reaching his or her decision the Arbitrator shall be governed by the provisions of this Agreement and shall have no authority to alter, amend or change the provisions of this Agreement in any way.
- (f) The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on the parties and the employees.

6.05 The Company will recognize one steward and one relief steward for each store. Such stewards may be either regular full time or regular part time employees who have acquired seniority. The Company will be advised of the names of all stewards and shall be notified of any changes from time to time. The stewards appointed under this Article shall be entitled to act as stewards for both part time employees covered by the Appendix for part time employees and for full time employees.

ARTICLE 7: SENIORITY

7.01 (a) Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on continuous service with the Company in the bargaining unit.

There shall be a probationary period of each new employee of **sixty (60) days worked**. A probationary employee may be discharged for any performance related reason deemed unsatisfactory to the company provided that such dismissal is not contrary to employment related statutes which would include the Human Rights Code, the Ontario Labour Relations Act and the Employment Standards Act.

Lay-off Procedure [7.02 (a) (b) and (c)]

7.02 (a) **Layoffs – Full Time**

Where the Company lays off staff, the following procedure will apply:

The Company will provide employees affected by lay-off with their options under the Collective Agreement in the presence of the Union Representation, as in Article 8.02. Employees will be given up to **forty-eight (48)** hours to make such election, **the Company shall provide the employer with their option, in writing.**

Employees laid off shall have the option to displace the least senior employee with less seniority than themselves in one of the following situations:

(A) Their own classification in any one of the following locations:

1. their own store
2. their own geographic area of the City of Ottawa

3. The bargaining unit

(B) Lateral Classification (at the same pay rate)

Where they have the ability and willingness to perform the work in any one of the following locations:

1. their own store
2. their own geographic area of the City of Ottawa
3. the bargaining unit

(C) Lower Classification (at a lower pay rate)

Where they have the ability and willingness after a reasonable familiarization period to satisfactorily perform the work in any one of the following locations:

1. their own store
2. their own geographic area of the City of Ottawa
3. the bargaining unit

(D) Part-Time Classification

Where they have the ability and willingness after a reasonable familiarization period to satisfactorily perform work in the classification (lateral or lower), as described in (A), (B) and (C) above, in any one of the following locations:

1. their own store
2. their own geographic area of the City of Ottawa
3. the bargaining unit

(E) Take the layoff with recall rights

(b) **Lay-offs – Part-Time**

As per the full-time application. It is understood that part-time employees may not displace full-time employees. **Employees on layoff for thirteen (13) weeks or more shall have the option of waiving their recall rights and receive severance in accordance with Article 17.00 of the Collective Agreement at any time commencing on the fourteenth (14th) week of lay-off but not later than the expiry of their recall rights. An employee who elects to receive severance shall forfeit all seniority rights under the Collective Agreement.**

(c) **Recall**

(a) At the time that an employee selects B., C., D., or E. above, as a result of layoff, he/she will indicate, in writing, one of the following locations to which he/she will return upon recall:

1. their own store

2. their own geographic area of the City of Ottawa
 3. the bargaining unit
- (b) Full time employees who elect A., B., C., D., or E. above shall have the “preferred” right to return to their former position in their former store for six (6) months.
 - (c) Full time employees, who elect B. or C. above, will lose their recall rights to their former classification for declining to accept recall to their former classification or after six (6) months have elapsed since layoff.
 - (d) Employees who elect D. above. As a result of layoff, will have “preferred” seniority over part time employees for a period of six (6) months from the date of layoff. Refusing to accept recall to their full time classification will result in a loss of preferred seniority over part time employees for the selection of hours and further layoffs.
 - (e) Employees, who have elected D. above, as a result of layoff, will lose their full time seniority rights after six (6) months have elapsed since layoff.
 - (f) Full time employees who elected E. above will lose their bargaining unit seniority for failure to respond to recall as per Article 7.04 (iv).

The three (3) geographic zones defined – East, West and Central

<u>East</u>	<u>West</u>	<u>Central</u>
Orleans	Barrhaven	Cityview
Elmvale	College Square	Govt. of Canada (240 Sparks)
Gloucester	Lincoln Heights	Billings Bridge
Montreal Road	March Road	Holland Cross
Herongate	Hazeldean	Carvers
Ogilvie Road	Carlingwood	Hampton Park
	Bayshore	Rideau/Waller
	Kanata	
	Manotick	
	Bells Corners	

- (d) There shall be only one Chief Steward who shall have at least one (1) year of service with the Company, and such Chief Steward will have top seniority over all other employees during his term of office. This applies in case of lay off only.

(e) **Notification of Lay-offs**

The Company shall meet with the Chief Steward or the Union Representative prior to proceeding with layoff (s) to discuss the layoff process which is being actioned.

In the event that the Company advises employees of lay-off prior to meeting with the Union, the effective date of layoff notice shall be the day the Company meets with the Union.

7.03 (a) **Posting Procedure**

In the event of promotion, transfer or a new position **becoming** available, the Company **shall** post **the** opportunity describing the requirements for successfully qualifying for this opening in each store for a period of five (5) working days. Any employee who wishes to be considered for this opportunity shall inform the Store Manager, in writing or by fax, of the posting unit using the prescribed form (sample copy attached - Schedule C). The position **shall** be awarded based on seniority, knowledge, skill and ability of the employees who have **also** informed the Store Manager of the posting unit before the posting closing date.

Employees may not exercise their seniority rights more than twice in a twelve (12) month period unless no other bargaining unit member has been awarded the posting. The Company need not consider any applicant to a posting who has within the prior twelve (12) month period, successfully bid on two vacancies.

The Company shall post the next residual vacancy but the third vacancy need not be posted and the Company may approach a full time employee to accept a move to fill the third vacancy. If a full time employee does not accept or the Company opts not to approach a full time employee the Company shall post such position. No full time employee will be assigned to work at another store without the employees consent.

The Company will additionally post in the workplace a poster, describing the requirements for successfully qualifying for any classifications, as well as a description of the various training programs supported by the Company. Approvals for training will be determined by the Regional Director in a fair manner, having regards for the needs of the business. Such requests for training will not be unreasonably denied.

- (b) Notice of successful promotions, transfers and new positions will be posted for five days, in each store, within 24 hours.

7.04 An employee shall lose his seniority standing and his name shall be removed from all seniority lists and he shall be deemed to have quit for any one of the following reasons:

- (i) If an employee quits, and an employee shall be deemed to have quit when he has given his notice in writing or, on failure to give written notice within two (2) days he shall be deemed to have quit.

- (ii) If an employee is absent for more than one (1) working day without having applied for and obtained a leave of absence for a definite period from the Company, unless management is notified thereof by the employee or his agent within the second day of such absence, unless prevented from doing so by illness or serious accident.
- (iii) The employee fails to report to work at the expiration of his leave of absence.
- (iv) If an employee fails to report for work after a layoff within **seven (7)** days after notification by Registered Mail to the last address given to the Company by the employee, that he should return to work.
- (v) If the employee is discharged and such discharge is not reversed under the grievance procedure.
- (vi) If an employee is laid off for more than six (6) months, or for those employees with two (2) years seniority or more, seniority will be lost as above after twelve (12) months. Seniority will be lost as above if any employee is away from work for more than twelve (12) months except as stipulated as follows:
 - (a) After 12 months absence due to sickness or accident, employees will cease to accumulate seniority.
 - (b) All Company paid benefits will cease after 18 months except for the employees' right to any LTD and pension benefits then being received.
 - (c) If an employee provides medical evidence satisfactory to the Company, indicating they are able to satisfactorily perform the full duties as required, then
 - Such employees who are returning from an absence of two (2) years or less may apply their seniority as per Article 7.02(b). All other employees would be eligible to post for any vacant positions subject to the terms of Article 7.03.
 - Future vacation entitlement, etc. would be based upon their reduced seniority date.

Those employees away from work in the bargaining unit, for any other reason, shall lose their seniority as above after 12 months absence.

Where there is a conflict between the above and the Ontario Human Rights Code, the Ontario Human Rights Code shall govern.

- (vii) If an employee goes on a leave of absence of more than four (4) months unless otherwise agreed upon between the Company and the Union Committee.

7.05 When a regular part time employee is transferred into a full time position, his part time seniority shall be translated into full time seniority by dividing the employee's part time seniority by 2.

This shall also apply to the part time Appendix.

7.06 Separate Bargaining Unit seniority lists for part time and full time employees will be prepared by the Company and will be posted in February and August of each year. Copies will be supplied to the Union office and Union committee.

ARTICLE 8: GENERAL WORKING CONDITIONS

8.01 Negotiating Committee

The Company will recognize a Bargaining Committee to negotiate renewals of the collective agreement of no more than five (5) members of the bargaining unit. Members of the Committee shall not lose pay for regularly scheduled hours of work during days on which negotiations occur up to the commencement of any work stoppage.

8.02 Discipline and Discharge Meetings

When an employee is to be interviewed by the company, **including loss prevention**, regarding discipline or dismissal, the union steward, or in the absence of the union steward any other bargaining unit member of the employee's choice in their store will be present to observe the discussion. The chief steward will be promptly notified of any suspension or discharge.

8.03 Jury Duty

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in connection with a case arising from the performance of his duties for the Company, or is required by subpoena to act as a witness for the crown, he shall not lose his regular pay because of such attendance provided that he:

- (a) notifies the Company immediately upon his notification that he will be required to attend court.
- (b) presents proof of service requiring his attendance; and
- (c) promptly repays to the Company the amount (other than expenses) paid to him for such service or attendance.

An employee's normal schedule shall not be altered to avoid payment under this clause.

8.04 **Notice Board**

The Company agrees that the Union shall have the use of its bulletin board for the posting of Union Notices.

8.05 **First Aid**

The Company will provide suitable first aid facilities for its employees.

8.06 The Company agrees to supply properly sized uniforms to employees while on duty. It is understood that the Company will not pay any alteration costs incurred by any employee. Any “special needs” should be identified to the Store Manager. They will be addressed immediately.

8.07 **Union Representative Visits**

Authorized officers of the Union shall be permitted to enter the premises of the Company during working hours to confer with its Members provided there shall be no interference with the proper transaction of the Company's business and that such Union officers shall first **sign in on the visitors log and** notify Store Management.

The Union will advise the Company of the current Union Representatives in a timely manner.

8.08 **Company Meetings**

Employees who agree to attend Company meetings during their off hours will be paid at their current applicable rate or receive time off in lieu at a mutually agreed time between the employee and the Store Manager. Such meetings will normally be less than one hour in duration and will normally be scheduled at the end of the working day.

8.09 The Company will endeavour to provide adequate areas and facilities for employees' break periods.

8.10 Senior employees shall normally be responsible for carrying monies in excess of \$50.00 outside of the confines of the store. When any employee is asked to carry the money, he shall be accompanied by another employee. **The carrying of money shall be voluntary.**

8.11 The Company agrees to display the current CAW Canada Local 414 decal in each of its stores in a location, to be determined by the Regional Director, where it can be viewed by the public.

8.12 **Leaves of Absence**

Any employee with seniority shall be granted leave of absence for a period of up to six months to attend Union Business, or sixty (60) days for personal reasons providing that at least fourteen (14) days notice is given to the Company. The leave shall be granted without pay and without loss of seniority provided that the

leave shall not seriously interfere with the business of the Company. Stewards will be granted time off with pay as may be necessary to service any grievance or potential grievance, arising during working hours. It is understood that Stewards have their regular work to perform on behalf of the Company and that they will not leave their work without first notifying the Store Manager.

If an employee is elected to an office in the Union and the performance of such office requires a leave of absence, such leave of absence up to a maximum of three years without pay or other benefits shall be arranged between the Union, the employee and the Company. Except in the case of emergency beyond the control of the Union, the Union agrees to notify in writing the Company at least thirty (30) days in advance that such leave is requested. Leave of Absence, if arranged shall state the length of time the employee may be absent (up to a maximum of three (3) years). An employee granted a leave of absence as outlined above shall be restored without loss of seniority to his/her former position at the then prevailing rate of pay at the expiration of the leave of absence.

8.13 **Employee Transportation**

The employee is expected to make provision for transportation to and from the workplace. In the exception where the Company requests employees to work past midnight and the employee is unable to make provision for transportation home, the Company will provide transportation to such employees.

ARTICLE 9: HOURS OF WORK AND OVERTIME

9.01 Forty (40) hours of five (5) eight (8) hour days shall constitute a regular non overtime work week.

9.02 Overtime at the rate of time and one half shall be paid for time worked over forty (40) hours in any one (1) week or over eight (8) hours in any (1) day. All hours worked, in excess of forty (40) hours per week, on a Sunday, shall be paid at the rate of double time of the regular hourly rate. All overtime and Sunday work to be scheduled on a rotating basis. Overtime pay shall not be duplicated nor shall it be pyramided on other payments under this Agreement.

In a week where a paid holiday occurs, the eight (8) hours of the paid holiday will be used as time worked in calculating overtime. There are to be no split shifts.

9.03 All employees shall have a paid fifteen (15) minute rest period for each four (4) hours of work at a time scheduled by the Company. The Company will endeavour to schedule the rest periods close to the middle of each four hour period subject to the operational requirements of the Store.

9.04 If an employee is scheduled to work more than two (2) hours overtime on any day when he or she has already completed eight hours of work for that day, he or she shall be entitled to a meal allowance of ten dollars (\$10.00).

9.05 In scheduling night duty, the Company will normally restrict weekly assignments of regular full time employees to no more than one (1) night per week. Due to the changing needs of the business an increase to two (2) nights per week to regular full time employees may be required to address these business issues. The Company shall review these scheduling changes with the Union on a store by store basis, before implementation. This clause shall not apply in December. A day shift shall be defined as a shift that is completed by 6:00 p.m. With the exception of Saturday, where it will be 6:30 p.m.

All new full time employees **hired subsequent to October 26, 2008** may be **required** to work three **(3)** evenings per week.

Full time employees will not be required to work more than every second Saturday.

No full-time employee to be scheduled to work beyond store closing or midnight, whichever is earlier, unless employee agrees. Part-time employees shall be scheduled, by seniority to work any hours beyond midnight. (Question – CG to get a copy of the sign copy with Mark’s signature April 30, 2012)

9.06 Employees will be allowed a one-half (½) lunch for each eight (8) hour shift, as close to the half way point of the shift as possible, provided that such period may be lengthened to one (1) hour on mutual consent of the Store Manager and the employee. This period will be taken as close to the midway point of the shift as possible in the opinion of the store manager.

9.07 A work schedule showing normal hours of work for full time employees will be posted in ink Friday noon of **each week for hours commencing the following Sunday (9 days later)**. Such schedule will normally be changed only by mutual agreement of the Store Manager and the employee except in cases of sickness or accident or where situations arise which are outside the control of the Store Manager. In such instances, the Company will notify the employee the day before such changes. The Company will provide the Steward with a copy of the schedule upon request.

9.08 Sunday work will be strictly on a voluntary basis unless the employee was hired with Sunday being specified as a regular work day.

9.09 The Company will adjust the wages of any employee who performs the key functions of a higher position for more than two (2) hours of continuous work in the higher position.

9.10 Full time employees, when instructed to respond to a security call, shall receive a minimum of three (3) hours pay at their regular rate of pay. Such employees shall receive time and one half (1 1/2) this rate only if the employee has worked forty (40) hours that work week.

9.11 An employee appointed by the Front Store Management, excluding a Manager-in-training to act as a relief manager will be paid a relief bonus of \$20.00 per full day of relief. Such relief will normally be assigned to Sales Supervisors or

Merchandise Clerks when the Manager is absent. Such relief will not apply on regularly scheduled days off.

ARTICLE 10: VACATIONS

10.01 All employees covered by this Agreement shall be granted vacations with pay on the following basis:

Length of Continuous Service	Length of Vacation
6 months	1 week
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
20 years	6 weeks
30 years	7 weeks

10.02 The determination of vacation entitlement for the first six (6) months of service and the first year of service is based on the employees' length of employment from starting date to the next June 30th. Vacation entitlement shall be based on the employee's original starting date, or employee's anniversary date, whichever is applicable, with the weeks' entitlement incremented as appropriate on the anniversary date in any year which vacation is scheduled to change. In the sixth (6th) year, the eleventh (11th) year, the sixteenth (16th) year and the twenty first (21st) year, vacation entitlement is based on, and the additional week of vacation is given to the employee, according to the employee's original starting date, or the employee's anniversary date, whichever is applicable.

10.03 Vacations should be taken in the year in which they are due up to and including September 30th of the same calendar year. To this end, a vacation request schedule will be posted in March in each calendar year and employees may request such vacation periods as they wish provided that where applicable the scheduling of the third, fourth and fifth (3rd, 4th, and 5th) weeks of vacation shall be by mutual agreement of the employee and the Store Manager.

Where the Store Manager determines that requests made before March 15th create difficulty with staffing requirements, seniority shall govern the scheduling of vacation. Thereafter, vacation scheduling will be on first come first served basis.

10.04 An employee who wishes to receive vacation pay in advance of a scheduled vacation shall send such a request to the **Store Management** at least four (4) weeks before the commencement of the vacation.

10.05 If bereavement leave occurs during an employee's vacation period, full time employees will be credited with the day or days immediately following their vacation period.

ARTICLE 11: PAID HOLIDAYS

11.01 The following holidays shall be granted with pay to all employees:

New Year's Day	Good Friday
Family Day	Canada Day
Victoria Day	Labour Day
Civic Holiday	Floating Holiday
Thanksgiving Day	Boxing Day
Christmas Day	

All employees who have completed their probationary period will be paid a regular day's pay for the above holidays provided he works his scheduled working day before and his scheduled working day after each holiday, unless absent through sickness or accident. Management reserves the right to require sickness to be proven by satisfactory evidence.

An employee who has completed one (1) year of active employment with the Company will be granted one (1) additional non premium floating holiday annually thereafter, (without loss of or deduction from earnings). Should a new statutory holiday subsequently be declared, it shall replace this floating holiday provided that all employees who have already received their floating holiday in the year in which the new statutory holiday first falls, shall be deemed to have taken the floating holiday in lieu of the statutory holiday. The floating holiday is to be taken within the year it becomes due and is not to be accumulated. The manager shall inform the employees of their entitlement to the float day in that year. The two (2) floating holidays shall be scheduled at a time mutually agreed upon by the employee and their store manager within that year.

- 11.02 (a) Employees who are required to work on the above holidays shall be paid an additional time and one half for hours worked.
- (b) The store manager will solicit volunteers to work Easter Sunday, and failing to get volunteers, the selection will be based on reverse seniority.

ARTICLE 12: SOCIAL SECURITY

12.01 **Sick Leave with Pay**

All employees, after completion of three months' continuous service, shall be entitled to receive pay allowance for absence on account of sickness, subject to the following rules:

- (a) All cases of sickness, to qualify for pay, must be reported by the sick employee to the Store Manager or the senior employee in charge at the store as soon as possible and normally at, or before, the time at which the employee should have reported for duty.

- (b) The allowance for sick pay shall commence on the first day of illness provided the illness is reported as requested in (a) above.
- (c) The maximum sick pay allowance shall be as follows:
 - (i) During the first three (3) months of service no allowance;
 - (ii) During the following nine (9) months of service (that is the remainder of the first year of service), an employee will be credited with one regular working week to be utilized at any time during the rest of the year but to be earned on the basis of one half day per month up to the maximum of five (5) days. The credit referred to above will be made upon the commencement of the fourth month of service. Effective November 2, 1997 sick leave credits will be accumulated and paid out at ninety percent (90%) of an employees' regular hourly rate. Any sick leave credits accumulated at one hundred percent (100%) of the employees' regular hourly rate prior to the date of ratification will be used up first;
 - (iii) Effective November 2, 1997 upon the commencement of each subsequent year of service, an employee will be credited with twelve (12) regular working days to be paid at 90 percent of their normal hourly rate, for sick leave, which credits may be used at any time during the year but which will be earned on the basis of 1 day per month;
 - (iv) If any employee leaves the employ of the Company, it is agreed that the Company may deduct any used but unearned portion of the sick pay from the wages of the employee;
 - (v) Effective June 23, 2002 any unused portion of the sick pay credits of an employee may be accumulated to a maximum of one hundred and twenty (120) days for use in subsequent years. Existing sick leave credits accumulated to date of ratification will remain and be used up prior to the implementation of the above.
- (d) In addition to the one hundred and twenty (120) day accumulation referred to in (c) (v) above, employees hired prior to July 31, 1975 will retain the use of their sick bank which was in excess of ten (10) weeks on July 31, 1975. Employees whose sick days fall below one hundred and twenty (120) days may re-accumulate up to the one hundred and twenty (120) day maximum.
- (e) Management reserves the right to require sickness to be proven by satisfactory evidence. The Company shall reimburse the employee for any fee charged for medical evidence requested by the Company up to a maximum of three (3) medical notes per employee annually. **The Company shall not unreasonably request medical evidence.**
- (f) Sick leave and allowances are approved and provided for cases of illness only, and if it is proven an employee has abused his or her sick leave privilege, such employee may be subject to disciplinary action, which may include discharge.

- (g) Effective January 1, 1986, the current LTD is to commence after 120 days illness for full time employees.

12.02 **Absence Due to Sickness in Family**

Employees shall be entitled to utilize their earned sick pay entitlement for absences from regularly scheduled work due to the illness of the employee's spouse or child. Such absences are to be reported as per 12.01(g).

12.03 **Bereavement Leave with Pay**

- (a) Regular full time employees, upon completion of three (3) months continuous service shall be granted leave of absence for a period of three (3) days with full pay **upon the death** of an employee's brother, sister, parent in law, grandparent, brother in law, sister in law or grandchildren and one (1) day in the event of the death of **step-parent**, aunt and uncle, niece or nephew. In the event of the death of an employee's spouse, **child step-child or** parent the paid leave shall be five (5) days. A common-law spouse is a person who has been living in a conjugal relationship for at least twelve (12) months.
- (b) In order to qualify for bereavement leave with pay, an employee must notify the Personnel Department through the Store Manager or the Assistant Store Manager.
- (c) Employees at work, when notified of a bereavement, as per 12.03(a) and (b) above will be paid for all remaining scheduled hours on that day.

12.04 **Health and Welfare**

- (a) The Company agrees to pay 100% of the premium rate as at July 25, 1988 for OHIP coverage for each participating and eligible full time employee and their dependents effective the first of the month following three (3) months of continuous active service.

The above will remain frozen at that premium rate should the premium rate increase in the future.

- (b) The Company agrees to pay 100% of the premium cost for Blue Cross Extended Health Care Plan or its equivalent for all participating employees and their dependents effective the first of the month following three (3) months service.
- (c) The Company agrees to pay 100% of the premium cost for life insurance, accidental death and dismemberment insurance, semi private hospital insurance, major medical insurance, pay direct drug insurance and long term disability insurance for all employees and their dependents, where appropriate under the plans, effective the first of the month following three (3) months of service. Each employee shall be entitled to thirty-five thousand (\$35,000) total life insurance.
- (d) **Benefits set out in the Benefit Booklet but not mentioned herein shall remain the same. Amendments as follows:**

Extended Health Care

Semi Private Hospital

- (i) **Semi-private room – delete**

- (ii) **Major Medical**

Paramedical services shall be reimbursed to a maximum of three hundred dollars (\$300.00) per approved paramedical service, including:

Chiropractor, Podiatrist, Naturopath, Osteopath, Massage Therapist and Acupuncturist

Coverage will be extended to include inserts to a maximum of three hundred dollars (\$300.00) in a twenty-four (24) month period.

- (iii) **Pay Direct Drug Plan**

The Company agrees to pay one hundred percent (100%) of the premium cost for each full-time employee effective the first of the month upon completion of three (3) months continuous service.

The employee shall pay five dollars (\$5.00) per prescription and the Company shall pay the balance of the cost of each prescription.

There is no deductible for any prescription filled at a Katz Group Canada affiliated drug store. For drugs purchased at any other pharmacy, the employee shall be responsible for paying the dispensing fee. In the event that there is no Katz Group Canada affiliated pharmacy in a particular market place, the Company shall consider reimbursement of the dispensing fee upon presentation of a valid receipt and reasonable explanation.

- (e) **Optical Plan**

The Company agrees to pay one hundred percent (100%) of the premium cost for each full-time employee effective the first (1st) month upon completion of three (3) months continuous service. Coverage to a maximum of three hundred dollars (\$300.00) ever two (2) years for new or changed prescriptions for the employees and their reported dependents.

Effective date of Ratification, the cost of eye examinations on the basis of one (1) exam in each twenty-four (24) month period will be covered by the Plan, to a maximum of fifty dollars (\$50.00).

It is understood that all coverages, listed above are for full time employees covered under this agreement.

- (f) **Dental Plan**

The Company agrees to pay one hundred percent (100%) of the premium cost for each full-time employee effective the first of the month upon completion of three (3) months continuous service.

Recalls shall be every twelve (12) months.

Orthodontics are payable at fifty percent (50%) reimbursement to a maximum of two thousand dollars (\$2000.00).

- (g) The benefits referred to in the paragraphs above shall be as set out in the Pharma Plus Benefit Brochures. The Union office shall be provided with the benefits brochure referred to above.**
- (h) Part time employees who become full time employees will immediately be enrolled in the above benefit plans provided they have six (6) months of continuous part time service. Otherwise, the normal waiting period will apply.**
- (i) Spousal benefit coverage will include the provision of benefits for same sex partners recognizing the definition requirements of a common-law spouse.**

12.05 Pregnancy and Parental Leave

Pregnancy and Parental leave shall be in accordance with the Employment Standards Act. Seniority shall be continued during such leaves. A full description of employee entitlements can be reviewed at www.ont.gov.ca.

ARTICLE 13: WAGES

13.01 Wage grids attached hereto as Schedule "A" and "B".

13.02 Employees Promoted to a Higher Classification

The current practice is to slot employees who are promoted into the corresponding step progression in the new classification.

13.03 The wages shall be set out in Schedules A, B and C.

13.04 The classification of Management Trainee shall not be subject to the posting or vacancy provisions of this Agreement. The Company may select trainees from any source, but Managers will not return to the position of Manager trainee. However, an employee who has completed his probationary period with the Company may return to his former classification in the bargaining unit if he is an unsuccessful Management Trainee. Any other employees so displaced shall also return to their former classification.

13.05 Cosmeticians shall continue to receive commissions in accordance with Company policy. Such commissions shall be separate from the wage rates for Cosmeticians, which are set out in Article 13 of the Collective Agreement and shall not be used or affect any other monetary compensation set out in this

Agreement. The Company policy shall be made an appendix to this Collective Agreement.

13.06 Whereas Sales Clerk or Stock Clerk is assigned to open or close a store they will be paid an additional one dollar and fifty cents (\$1.50) for the first or last hour. However, one dollar and fifty cents (\$1.50) per hour will be paid on all hours worked if the store is unattended by a Front Store Manager, Sales Supervisor or Merchandise Clerk. This is to apply to all full-time and part-time employees.

13.07 1. **Pharmacy Assistant**

In recognition of **recently enacted legislation, the present “Pharmacy Technician” or Certified Pharmacy Assistant classification will be renamed “Pharmacy Technicians or Certified Pharmacy Technicians will be moved into the Pharmacy Assistant classification.**

2. **Registered Pharmacy Technician Classification (RPHT)**

All employees currently classified as Pharmacy Assistants will be eligible to move into the new classification of **Registered Pharmacy Technician** subject to the following requirements, which have been established **by the College of Pharmacists and passed into law by the Government of Ontario:**

(i) **Completed a Pharmacy Technician Diploma from an accredited College.**

OR

(ii) **Completed a Pharmacy Technician Bridging program from an accredited College.**

OR

(iii) **Successfully completed the PEBC Qualifying exam.**

(iv) **Is a Member in good standing with the Provincial College of Pharmacists (i.e., OCP).**

Upon confirmation that they have registered with the Ontario College of Pharmacists as Pharmacy Technicians, “Pharmacy Assistants” will immediately move to the new RPHT classification corresponding to their placement on the grid.

In filling or creation of a Registered Pharmacy Technician will not result in the layoff of a current Full Time Pharmacy Assistant.

3. Upon confirmation that they have passed the OCP administered examination, “Pharmacy Technicians” will immediately move to the new CPHT classification corresponding to their placement on the grid;

4. In recognition of the experience gained over many years of service, the Company will place all "Pharmacy Technicians" who have completed 10 or more years of service in the classification on the appropriate wage grid corresponding to the new CPHT classification. These employees will remain classified as "Pharmacy Technicians" until they have successfully written the above named examination and received the CPHT designation by the OCP;
 5. The wage grid of the new collective agreement will asterisk the CPHT and PT classifications, and contain a "note" which will state: "For the purposes of the Collective Agreement (except the wage schedule) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification."
 6. Items numbered 1,2,3,4 & 5 above will commence upon date of ratification.
- 13.08 Effective date of ratification employees scheduled for any hours worked from midnight to 6:00 a.m. will be entitled to a shift premium of one dollar (\$1.00) per hour.

ARTICLE 14: NO STRIKES NO LOCKOUTS

- 14.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that, during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 15: UNION MANAGEMENT COMMITTEE

- 15.01 There shall be a Union Management Committee with three members appointed by the Union, one of whom shall be the Union Chairperson, which shall meet 2 times per year at the Company's cost to discuss matters of mutual concern. It is understood that additional meetings may be convened with mutual agreement and that wage costs of these meetings will be shared with the Union. Matters proceeding through the grievance procedure shall not be discussed. The Union Chairperson will provide an agenda to the Regional Manager of issues, which the Union wishes to discuss at least two weeks prior to the scheduled date of each meeting.

ARTICLE 16: EMPLOYMENT GUIDELINES

- 16.01 The following employment guidelines will be effective:
- (a) A Merchandising Clerk will be regularly assigned to each store;
 - (b) (1) Effective date of ratification, a Cosmetician will be regularly assigned to each store in which the average weekly cosmetic sales as described in

Commission Policy, have totalled over three thousand and eight hundred dollars (\$3,800) per week over a three month period, excluding the month of December.

- (2) A Pharmacy **Assistant or Registered Pharmacy Technician** will be regularly assigned to each store in which the average number of prescriptions filled per week is maintained at over six hundred (600) per week over a three month period.
- (3) The Company reserves the right to reassign the classifications referred to above if sales or number of prescriptions subsequently drop below the appropriate level set out above for a three month period.
- (4) All noted sales amounts will be maintained throughout the term of the agreement. The union chairperson will be supplied with the relevant sales volumes on a regular basis.
- (5) A Stock/**Sales** Clerk will be regularly assigned to each store in which the average weekly General Merchandise sales as reported in the SPR have totalled over an average of fourteen thousand dollars (\$14,000) per week over a three month period excluding the month of December.

ARTICLE 17: NOTICE AND SEVERANCE REQUIREMENTS IN CASES OF DISMISSAL

17.01 The Company agrees to abide by the spirit of the existing employment standards legislation while following the guidelines as set out as follows in regards to notice and severance. **Notice shall be in accordance with the Employment Standards Act.**

Years of Service	Severance Granted
One (1) to nine years	One (1) week for each year of service
Ten (10) to nineteen (19) years	One and one-half (1½) weeks for each year of service
Twenty (20 plus years	Two (2) weeks for each year of service

ARTICLE 18: MISCELLANEOUS

18.01 Letters of Understanding and the part time appendix to this Collective Agreement shall form part of this Collective Agreement.

18.02 Salesmen for Pharma Sales, Hallmark, news vending companies or potato chip companies shall not perform bargaining unit work normally performed by Clerks except that they may order and reset merchandise, and select merchandise for return or credit.

18.03 The Company and the Union agree to establish a Health and Safety Committee composed of two members from the Union and two members from the Company to meet once every three months to discuss Health and Safety issues which arise in the work place. The Company will respond in writing to all recommendations submitted by the Safety Committee.

ARTICLE 19: DURATION OF AGREEMENT

19.01 This Agreement shall become effective June 5, **2011** and shall remain in effect until June 4, **2014**, and thereafter shall be automatically renewed from year to year, unless in any year either party shall furnish the other notice of termination of, or proposed revision of, or addition to, any provisions hereof, not more than ninety (90) days prior to the termination date of this Agreement.

19.02 In such event, negotiation on any such proposed revision or addition to this Agreement shall take place between the parties within thirty (30) days of such notice.

19.03 No terms of this new agreement shall be retroactive prior to the date of ratification of the memorandum of settlement by both parties, except wages as expressed in the memorandum.

IN WITNESS WHEREOF the Company and the Union have caused these present to be executed by their duly authorized representatives.

DATED this day of , **2012**.

CAW CANADA LOCAL 414

PHARMA PLUS DRUGMARTS LTD

Harry Ghadban

Dave McCormick

Kelly Lynn

Ann Adams

Betty Campbell

Julien Charbonneau

Adair Suddard

Safaa Alkadri

SCHEDULE "A": FULL-TIME WAGE SCALE

June 5, 2011

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months
Registered Pharmacy Technician	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.25
Pharmacy Assistant	11.00	11.50	12.00	12.50	13.00	13.75	14.25	15.25	16.22
Cosmetician	10.25	10.75	11.00	11.50	12.25	13.25	14.00	14.50	15.47
Merchandise Clerk	10.25	10.75	11.00	11.50	12.25	13.25	14.00	14.50	15.47
Postal Clerk	10.25	10.75	11.00	11.25	12.00	12.75	13.50	14.25	15.25
Pharmacy Clerk Stock Clerk Sales Clerk	10.25	10.50	10.75	11.00	11.25	12.25	13.00	13.75	14.87

Effective June 5, 2012, all active full time employees on the Company payroll shall receive a lump sum payment of five hundred dollars (\$500.00).

June 5, 2013

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months
Registered Pharmacy Technician	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.50
Pharmacy Assistant	11.00	11.50	12.00	12.50	13.00	13.75	14.25	15.25	16.47
Cosmetician	10.25	10.75	11.00	11.50	12.25	13.25	14.00	14.50	15.72
Merchandise Clerk	10.25	10.75	11.00	11.50	12.25	13.25	14.00	14.50	15.72
Postal Clerk	10.25	10.75	11.00	11.25	12.00	12.75	13.50	14.25	15.50
Pharmacy Clerk Stock Clerk Sales Clerk	10.25	10.50	10.75	11.00	11.25	12.25	13.00	13.75	15.12

APPENDIX "A": COSMETIC COMMISSION - POLICY AND PROCEDURES

OBJECTIVE: To define how cosmetic commissions are calculated, who receives them and how and when they are paid.

SCOPE: Applies to all personnel classified as Cosmetician, after completion of probationary period, employed by Pharma Plus Drugmarts Ltd., whether full time or part time, in the stores covered by the collective agreement with the CAW, Local 414.

Applies to all cosmetic products whether delivered from the warehouse or purchased directly from the supplier.

The starting date for this policy is June 18, 1978.

HOW CALCULATED:

The primary basis for the calculation of cosmetic commissions payable is the net cosmetic sales figure for your store. This figure is obtained from data on the SPR.

-Commission amounts due will be calculated by and paid through the Payroll Department. Any questions regarding the payment of commission should be directed to the Payroll Department.

-Commission will be paid to eligible Cosmeticians within 30 days of the end of the relevant quarter. Commission payments will be included on the payroll cheque, and details of the entitlement will be provided.

-Commission quarters are outlined as follows:

1st quarter - Periods 1, 2 and 3

2nd quarter - Periods 4, 5, 6 and 7

3rd quarter - Periods 8, 9 and 10

4th quarter - Periods 11, 12 and 13

-The amount of commission for which the cosmetician(s) in a store are eligible currently remains at 2% of net cosmetic sales.

-Where relevant for purposes of paying commission, hours worked will include all vacation hours, and bereavement leave, and exclude sick leave of more than five consecutive days, and leaves of absence.

COMMISSION PAYMENT

One Cosmetician/store

The total scheduled hours for the accounting period are totalled. If the cosmetician worked 100% of the scheduled hours he/she will receive 100% of the commission. If he/she worked less than 100% of the scheduled hours, the percentage must be calculated.

Example: commission is.....\$2,360.52

scheduled hours..... 480.00

hours worked..... 464.00

464 divided by 480..... 97%

\$2360.52 X 97%.....\$2,289.70 (commission paid)

Two or more Cosmeticians/store

Where more than one cosmetician is employed in a store during the accounting period, payment is divided according to hours worked plus a quarterly hourly bonus of two years for every year of service as a cosmetician, up to a maximum of 10 years.

Example:

Start date as Cosm.	Hours Worked	Yrs. of Service	Bonus	Hrs.+ Bonus	Total Comm.	Total Hours	Comm. Paid
09/05/81	320+	(8 x 2)	=	336 x	\$2500.00 -	508 =	\$1653.54
01/02/80	152 +	(10 x 2)	=	<u>172 x</u> 508	\$2500 -	508 =	<u>\$ 846.46</u> \$2500.00

APPENDIX "B": PART-TIME

All matters relative only to part time employees and their wages and working conditions shall be contained within this Appendix.

ARTICLE 1 As per "Purpose" Article of the Full-time Agreement.

ARTICLE 2 As per "Recognition" Article of the Full-time Agreement.

ARTICLE 3 As per "Dues Collection" Article of the Full-time Agreement.

ARTICLE 4 As per "Rights of Parties to Agreement" Article of the Full-time Agreement.

ARTICLE 5 As per "No Discrimination or Intimidation" Article of the Full-time Agreement.

ARTICLE 6 As per "Representation, Grievance Procedure, Etc." Article of the Full-time Agreement.

ARTICLE 7: SENIORITY

7.01 (a) **Probationary Period**

Fundamentally, rules respecting seniority are designed to give employees an equitable measure of security based on continuous service with the Company in the bargaining unit.

There shall be a probationary period for each new employee of **sixty (60)** days worked days or **six (6)** months, whichever is less after which the employee shall be placed on the seniority list dating back to date of hire. A probationary employee may be discharged for any reason satisfactory to the Company.

(b) **Allocation of Hours**

The Company will endeavour to offer the most senior employee in the store the most scheduled hours and any hours of work beyond those normally scheduled hours of work which arise because of absence due to sick leave or holidays, provided the senior employee has the immediate ability and willingness to perform the work as required, and is available to perform the work immediately. Hours shall be assigned based on seniority to those employees who have not received the maximum of **twenty-eight (28)** hours in any given week.

(c) **Scheduling of Part-time Staff**

As of the date of ratification of this Agreement, the Company agrees that two or more part-time employees shall not be regularly scheduled in such a manner so as to cause the displacement or prevent the hiring of full time employees.

(d) **Statutory Days Off**

Seniority and business needs will govern the granting of Stat Days off. Employees requesting a specific Stat Day off will be required to provide the Store Manager with a written request at least four weeks in advance of the Stat Holiday.

7.02 (a) As per "Lay-off Procedure" of the Full-time Agreement.

(b) As per "Lay-off Procedure" of the Full-time Agreement.

(b) As per "Lay-off Procedure" of the Full-time Agreement.

7.03 (a) As per Posting Procedure of the Full-time Agreement.

Bids by part-time employees will only be considered when bids by full-time employees have been exhausted.

7.04 As per Article 7.04, (loss of seniority standing and deemed quit), of the full-time Agreement. Also, the following reason shall be included for this Appendix:

(vii) Failing to report for scheduled hours without prior notification without good cause. Management may require cause related to sickness to be proved by satisfactory evidence.

(viii) Fails to make him/herself available to work a minimum of eight (8) hours per week or two (2) shifts per week.

(ix) Fails to make him/herself available to work any hours for a period of four (4) consecutive weeks.

Unless such employee is absent by reason of vacation, an approved Leave of Absence or for a legitimate medical reason.

7.05 As per Article 7.05(a) and 7.05(b) of the full-time Agreement.

7.06 For the purposes of vacation entitlement for a regular part-time employee who has been transferred to a full-time position, his/her "length of service" with the Company at the time of transfer shall be one-half the total of his part-time seniority. "Start date" in full-time Article 10.02 shall mean the newly calculated full-time date under these circumstances. Thereafter, the employer shall accumulate seniority in accordance with the full-time provisions of this Agreement.

ARTICLE 8 As per Article 8 of the full time Agreement on "General Working Conditions", "Jury Duty", "Notice Board", "First Aid", "Wearing Apparel", and 8.08 "Business Agents Visits".

A part-time employee shall be entitled to request, in writing, one special two (2) week annual personal leave of absence, without pay, at a time mutually satisfactory to both parties which may be adjacent to her vacation, if sufficient notice is given to the Company. Such request shall be made to the Store Manager who will forward the request to the Human Resources Department. A request for a longer period of time will not be unreasonably denied.

Leaves of absence for Union activities will be handled in the same manner as full time.

ARTICLE 9: HOURS OF WORK AND OVERTIME

- 9.01 (a) Part-time employees shall normally be scheduled to work no more than **twenty-eight (28)** hours per week unless relieving for sickness, leaves of absence, holidays or vacations or emergencies. Where a part-time employee is designated by their manager as a replacement for a full-time employee on maternity leave or an approved leave of absence in excess of four weeks the employee shall be paid the appropriate full-time rate and the additional replacement hours will be identified on the schedule.
- (b) Authorized time worked in excess of the normal eight hour shift or a forty (40) hour work week shall be paid at the rate of one and one half (1 1/2) times the employee's basic hourly straight time rate of pay provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between the two (2) employees where approved by the Company.
- 9.02 It is understood and acknowledged that the Company has the right to require employees to perform reasonable overtime work.
- 9.03 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided.
- 9.04 Employees shall receive a minimum of three (3) hours pay provided that there are three (3) hours work available from the time they report for work until the store is closed. These provisions will apply unless mutually agreed upon between the Company and employee.
- 9.05 **Hours of Work Schedule**
- The Company agrees to post hours of work schedule for all employees in ink by Friday noon of **each week for hours commencing the following Sunday (nine (9) days later)**. It is understood that such schedule does not constitute a guarantee of work for those weeks. If employees are scheduled to report for work, and work is not available, they will be provided no less than forty-eight (48) hours notice.
- 9.06 Employees will be allowed one hour for lunch for each eight (8) hour shift, as close to the half way point of the shift as possible, provided that such period may

be shortened to one half (1/2) hour on mutual agreement of the Store Manager and the employees. Employees working five (5) to eight (8) hours will receive a one half (1/2) hour unpaid lunch period. All employees shall have a paid fifteen (15) minute rest period for each scheduled 3 1/2 to 4 hour shift at a time scheduled by the Company.

9.07 No split shifts will be permitted unless each part of the split shift amounts to three (3) hours or more and there are four (4) hours between shifts. These provisions will apply unless mutually agreed upon between the Company and employee.

9.08 As per Article 9.10 of the full time Agreement.

ARTICLE 10: VACATIONS

10.01 Part time employees shall receive vacation pay as follows:

- (a) Up to five (5) years of service – four percent (4%) of earnings;
- (b) Over five (5) years of service – six percent (6%) of earnings;
- (c) Over ten (10) years of service – eight percent (8%) of earnings;
- (d) Over fifteen (15) years of service - ten percent (10%) of earnings; and
- (e) Over twenty (20) years of service – twelve percent (12%) of earnings.

ARTICLE 11: PAID HOLIDAYS

11.01 Employees are eligible to receive holiday pay for a Statutory Holiday provided they complete a probationary period and:

11.02 They have worked their regular scheduled day before and after the holiday.

The payment for the holiday for the employees will be based on the total hours worked during the four (4) weeks preceding the holiday divided by twenty (20).

ARTICLE 12: SOCIAL SECURITY

12.01 Effective November 2, 1997, all part time employees who have regularly worked for the Company for at least one (1) continuous year shall be entitled to receive a sick pay allowance at ninety percent (90%) of their regular hourly rate for absence from normally scheduled work on account of sickness. All sick time accrued prior to the date of ratification will be paid at one hundred percent (100%) of their regular hourly rate. **Employees hired subsequent to ratification will have a three (3) year waiting period in order to be eligible for the sick bank.** The following rules shall apply:

- (a) Employees who on January 1st, 1981 have regularly worked for the Company for more than one continuous year shall be credited with one (1) hour of sick pay allowance for every twenty five (25) hours actually worked by the employee during the twelve (12) months immediately prior to January 1, 1981, up to a maximum of forty-eight (48) hours of sick pay allowance.

(b) **Sick Pay Allowance**

Subject to rule (a) above, after June 6, 1985 when a part time employee commences his/her second year of continuous employment and subsequently upon the commencement of each year of continuous employment thereafter they shall be credited with two hours of sick pay allowance per year for every twenty four (24) hours actually worked by the employee during the previous twelve (12) months up to a maximum of forty-eight (48) hours of sick pay allowance.

(c) The sick pay allowance shall commence on the first day of illness, provided the illness is reported as requested in (d) below and shall cover only those hours for which the part time employee would normally have been scheduled to work.

(d) All cases of sickness, to qualify for allowance, must be reported by the employee to the Store Manager (or his designate) before, or at, the employee's scheduled reporting time where possible.

(e) Sick pay allowance may be accumulated from year to year up to a maximum of 96 hours of sick pay allowance.

(f) **Reimbursement for Doctor's Notes**

The Company reserves the right to require sickness to be proved by satisfactory evidence. The Company shall reimburse the employee for any fee charged for the medical evidence requested by the Company up to a maximum of fifty dollars (\$50.00) annually.

(g) Sick leave and allowances are approved and provided for illness only, and if it is proven that an employee has abused their sick leave, such employee shall be discharged.

(h) In the event that a full time employee is transferred into a part time position his date of commencement of employment shall remain the same. Any accumulated sick leave credits will carry over in such transfers.

(i) **Absence Due to Sickness in Family**

Employees shall be entitled to utilize their earned sick pay entitlement for absences from regularly scheduled work due to the illness of the employee's spouse or child. Such absences are to be reported as per 12.01(g).

12.02 **Bereavement Leave**

Part time employees shall be granted a leave of absence without loss of pay for scheduled hours, for consecutive days after the passing away of the family member as follows:

(a) Five (5) days in the event of the death of an employee's spouse, child or parent;

(b) Three (3) days in the event of the death of an employee's brother/sister, parent-in-law, grandparent, brother/sister-in-law, grandchildren; and

- (c) one (1) day in the event of the death of an employee's aunt, uncle, niece, or nephew.

12.03 **Dental Plan**

The Company agrees to pay 100% of the premium cost for each part-time employee effective the 1st day of the month following one (1) continuous year of service (must have 350 hours in previous calendar year).

- **Dental Exams every twelve (12) months**

Effective date of ratification July 18, 1999 the Company agrees to amend dental benefit premiums to the current Ontario Dental Association (Fee Guide) “minus two years”.

Part-time employees hired subsequent to date of ratification shall have a three (3) year waiting period before being eligible for dental coverage.

12.04 **Pregnancy and Parental Leave**

Pregnancy and Parental leave shall be in accordance with the Employment Standards Act. Seniority shall be continued during pregnancy leave.

12.05 **Optical Plan**

An optical plan shall be provided to employees who have completed three (3) years of service. Coverage shall be **three hundred dollars (\$300.00)** maximum per employee every two years, effective Date of Ratification June 23, 2002. Coverage will be for the employee only. Effective June 5, 2007, maximum coverage will be \$300.00 (every 24 months). Coverage will be for employee only. Effective date of ratification, the cost of eye examinations, maximum coverage **fifty dollars (\$50.00)** on the basis of one exam each 24-month period will be covered by the Plan. Coverage will be for employee only.

12.06 **Prescription Discount**

Part-time employees are entitled to purchase prescriptions for the cost of the product with no dispensing fee added.

The prescription discount described above will be extended to cover the spouse and children of part-time employees.

ARTICLE 13: WAGES

- 13.01 (a) Effective on ratification and retroactive to the expiry of the Collective Agreement all part-time employees shall receive a forty cent (40¢) per hour general increase.

Effective June 5, 2009, all part-time employees shall receive a forty cent (40¢) per hour general increase.

Effective June 5, 2010, all part-time employees on the Company payroll shall receive a forty cent (40¢) per hour general increase.

For the purpose of the implementation of this new part-time wage grid an employee who is off scale as a result of the increase and shall be eligible for their next progression increase after they have reached their next six month service milestone.

- (b) The wages for part time employees shall be set out in the Schedules A, B and C.

ARTICLE 14: NOTICE AND SEVERANCE REQUIREMENTS IN CASES OF DISMISSAL

As per Article 17 of the full-time Agreement.

ARTICLE 15 As per "No Strikes No Lockouts" Article of the full time Agreement.

ARTICLE 16 As per "Miscellaneous" Article 18.00 of the full-time Agreement.

SCHEDULE "A": PART-TIME WAGE SCALE

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	24 Months	24 Months	30 Months	36 Months
Registered Pharmacy Technician	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.25
Pharmacy Assistant	11.00	11.50	12.50	12.50	13.00	13.75	14.25	15.00	16.22
Cosmetician	10.25	10.75	11.00	11.50	12.25	12.75	13.50	14.00	15.00
Postal Clerk	10.25	10.50	10.75	11.00	11.25	11.75	12.50	13.50	14.87
Clerk	10.25	10.50	10.75	11.00	11.25	11.50	12.25	12.50	13.13

Effective on ratification all active part time employees on the Company payroll as of date of ratification who are in progression shall be granted a one step bump up the progression scale. For example, an employee who is currently at the twenty-four (24) month rate shall be moved to the thirty (30) month rate.

Effective June 5, 2012, all active part time employees on the Company payroll shall receive a lump sum payment of two hundred and fifty dollars (\$250.00).

June 5, 2013

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months
Registered Pharmacy Technician	16.00	16.25	16.50	16.75	17.00	17.25	17.50	17.75	18.50
Pharmacy Assistant	11.00	11.50	12.50	12.50	13.00	13.75	14.25	15.00	16.47
Cosmetician	10.25	10.75	11.00	11.50	12.25	12.75	13.50	14.00	15.25
Postal Clerk	10.25	10.50	10.75	11.00	11.25	11.75	12.50	13.50	15.12
Clerk	10.25	10.50	10.75	11.00	11.25	11.50	12.25	12.50	13.38

EMPLOYEE HARASSMENT POLICY

FOR POSTING IN ALL LOCATIONS

INTRODUCTION

Employees have the right to work in an environment free from harassment by:

- employer
- agents of the Company
- other employees

DEFINITION

Harassment is defined as:

- vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome

NOTE: Vexatious means irritating, annoying or disturbing.

Harassment is also related to the issues, such as race, colour, age, and sex that are prohibited under discrimination rules.

SEXUAL HARASSMENT

Sexual harassment is conduct toward an employee by a supervisor or co-workers that involves:

- unwelcome sexual advances
- requests for sexual favors
- display of derogatory posters, cartoons and drawings
- conduct of a sexual nature, either verbal or physical

However, the above conduct is considered sexual harassment only when:

- submission is a condition of the individual's employment
- submission or rejection is used in decisions affecting the individual's employment
- its purpose or effect is to:
- interfere with the individual's work performance

- create an unfriendly or offensive work environment

OUTSIDE THE WORKPLACE

Harassment that takes place outside the workplace is also unacceptable if it adversely affects employee relationships in the workplace.

NOT TO INHIBIT SOCIAL INTERACTIONS

The policy is not intended to inhibit normal free speech discussions and social involvement between employees and management.

SUPERVISOR ACTION

Supervisors who become aware that harassment is taking place are to stop the harassment by either:

- warning the persons involved
- taking disciplinary action

They document the situation and their actions.

VICTIM RECOURSE

Employees who feel that they are victims of harassment first inform the offending person that the conduct is unwelcome or offensive.

Note: The message should be clear and unambiguous.

If the harassment continues, the victim reports the incidents in writing to their Regional Manager, or the Vice President of the victim's department.

INVESTIGATE INCIDENTS

Reported incidents of employee harassment are promptly and thoroughly investigated by the department Vice President with assistance and resources from the Vice President Human Resources.

Investigations include interviews with both the alleged victim and harasser.

During the investigation, the confidences and sensitivities of everyone involved are respected.

CONFIDENTIALITY

Confidentiality during and after an investigation is kept by:

- keeping as much of the information as possible in strict confidence
- removing information from all files concerning allegations found not to be supported

VICTIM INVOLVEMENT

The involved employee:

- participates in and cooperates with the investigation
- is protected from retaliation
- is informed promptly of results

DISCIPLINARY ACTION

If the charges are substantiated, disciplinary action ranging from counseling to termination is taken.

It is imposed:

- in the same manner as other disciplinary matters
- in accordance with established policies and procedures.

The investigators also ensure that there is not further harassment.

HUMAN RIGHTS COMMISSION

Complaints about harassment received from the Human Rights Commission are processed the same way as Commission discrimination inquiries.

REPRISAL PROTECTION

Every person who receives a complaint or who is involved in an investigation is responsible for ensuring that no reprisal or threat of reprisal is made or taken against a person who has made a harassment complaint.

LETTER OF UNDERSTANDING #8: MISCELLANEOUS

Understandings Agreed to and Forming Part of the Collective Agreement from June 5, 2009 to June 4, 2011.

1. A cardigan will form part of the employee uniform “package.”
2. Any new classification that the Company decides to create shall be discussed with the Union.

DATED this day of , 2012.

CAW CANADA LOCAL 414

PHARMA PLUS DRUGMARTS LTD

Harry Ghadban

Dave McCormick

Kelly Lynn

Ann Adams

Betty Campbell

Julien Charbonneau

Adair Suddard

Safaa Alkadri

LETTER OF UNDERSTANDING #10: TWENTY FOUR HOUR OPERATION

In the event that the Company introduces a twenty-four (24) hour store the Company agrees to meet with the Union to discuss the implementation of these stores with a view to creating operating language to allow for the effective and efficient operation of a twenty-four (24) hour operation:

These discussions will include but not be limited to:

- 1) Staffing including one (1) further Non-Union Assistant Manager and one (1) full time Unionized Position.
- 2) How positions within the twenty four (24) operations shall be filled.
- 3) Hours of work.

Any amendments to the current Agreement shall be set out in a further Memorandum of Agreement.

DATED at Ottawa this day of , 2012.
CAW CANADA LOCAL 414 PHARMA PLUS DRUGMARTS LTD

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LETTER OF UNDERSTANDING #12: STORE GROWTH

The parties agree that it is in their mutual best interests to promote store growth and growth in employment in the Ottawa marketplace and to protect their respective competitive positions. The parties therefore, commit to ongoing dialogue with respect to the opportunities for growth and any impediments to that future growth, including but not limited to capital investment and the collective agreement.

In the event that the parties agree that future growth is negatively impacted by current terms and conditions of employment the parties agree to discuss and negotiate any necessary issues with a view to promoting such future growth.

DATED at Ottawa this _____ day of _____, 2012.

CAW CANADA LOCAL 414

PHARMA PLUS DRUGMARTS LTD

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LETTER OF UNDERSTANDING #13: 48 MONTH WAGE GRID

Given the introduction of a full-time forty-eight (48) hour month grid in this Collective Agreement the parties agree that any full-time employee in progression on the wage scale, i.e. below the end rate shall be placed on the new forty-eight (48) month grid, so as to ensure that they will be at top rate within thirty-six (36) months of their date of hire.

DATED at Ottawa this day of , 2012.

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