

# **Collective Agreement**

Between

**United Food and Commercial Workers  
Canada**

Local 175

and

**Pharma Plus Drugmarts LTD**

**Begins:**

01/05/2005

**Terminates:**

01/04/2008

09924(05)

Name.....

Address.....

Phone.....

Member ID.....

Work Address.....

Work Phone.....

Union Steward.....

Phone.....

RECEIVED  
JUL 19 2005

**United Food & Commercial Workers  
Locals 175 & 633 UFCW Canada**

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Revised March 2005

09924(05)



**LETTER FROM  
THE PRESIDENT  
LOCAL 175  
UFCW CANADA**

Dear Fellow Members:

I wish to welcome new members to Locals 175 & 633 of the United **Food** and Commercial Workers Union, and to thank long standing members for their continued support and assistance over the years.

I hope you **will** all read this contract and become aware of your rights and privileges as union members. It is an important document It identifies and **guarantees your income, benefits and job security while you work for your current employer.** Like an insurance policy, a **warranty for a new car, or the deed to your home, if you are not aware of the agreement you entered into, you may not benefit from it.**

**As** a union member with a contract, **you** have the freedom **to** plan for **the** future. You will know **what** your income will be in advance. Your rights and benefits are written down and cannot be revoked, and your job security is a primary element. Non-union workers do not have this protection. Their wages and benefits may be cut at any time, as may their jobs.

Become familiar with your contract. if unsure about an item or if you think your concern is not covered, speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot **be** settled by the Steward, a full-time Union Representative can **be** contacted at any time to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support.

We should all be proud of our Unions achievements. We have proven many times that employers can treat their workers fairly and still run their business efficiently.

In the United Food and Commercial Workers Union, we are committed to job security in an ever changing social environment. Only your Union can be relied upon to protect your rights.

Your union offers you representation before the Workers Safety Insurance Board. If you are injured on the job, our trained staff will support you and help you in any way they can.

Non-Union workers are at the mercy of their employer. This is one reason our Local Union continues to grow.

Our organizing team works around the clock to help bring other workers into our union. If you know of someone who works in a non-union environment, do them a favour and give our organizers a call.

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local, national and international level. They are for your benefit as Union members.

In addition, your Union works to keep you up-to-date about legislation concerning your working rights.

Your Local Union represents some 50,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

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Only by all of us working together can we **keep** what we have gained over years **of** hard negotiations and obtain what **is rightfully** ours in the future. Our labour **may be** the only commodity we have to **sell**. Let **us** not sell it cheaply.

Please **feel** free to contact me at any time with questions **or** concerns about the Union. This is your Union. You **put** the 'U' in our Union.

In Solidarity,  
Wayne Hanley, President,  
Local 175 UFCW **CANADA**.

As the elected officers of **Local 175**, it is our job to ensure the smooth running and day-to-day operations of your **Local Union**. We represent **more** than 50,000 members across Ontario, of whom approximately 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. **To accomplish this job**, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and Communications Representatives. If we are not available or cannot answer a *given* question, we have the resources to find **out**. Remember, we are here to serve you.

## UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most **respected** unions. You are one of more than 230,000 members in Canada and 1.4-million members in North America.

The UFCW is the result of a merger **between** two of the oldest and most respected unions in North America; the Amalgamated **Meat** Cutters and Butcher Workmen of North America and the Retail Clerks International Union. This merger took place on June 6, 1979. The UFCW represents workers in nearly all aspects of Canadian life which is mirrored in the makeup of Locals 175 & 633.

## LOCALS 175 & 633 UFCW CANADA

Your local union, with more than 50,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

This Local has the expertise, financial stability and resources to provide you, the member, with the best negotiating team, the best legal assistance, and the best all around service of any union in the country.

## LOCALS 175 & 633 EXECUTIVE BOARD

### LOCAL 175 EXECUTIVE BOARD:

#### PRESIDENT

Wayne Hanley, Oakville

#### SECRETARY-TREASURER

Jerry Clifford, Cumberland Beach

#### RECORDER

Betty Party, London

#### VICE-PRESIDENTS

Rick Alagierski, Mississauga

Jeff Aldworth, Brighton

Bryan Braithwaite, Chatham

Georgina Broeckel, Arthur

Sam Caetano, Toronto

Barbara Carr, Thunder Bay

Bruce Dosman, Hanover

William Foley, Burlington

David Fox, Napanee

Steve Garland, Kitchener

Virginia Haggith, Oakland

Jim Hough, Burlington

Garry Kelly, Lindsay

Tim Kelly, Stratford

Carolyn Levesque, Windsor

Nancy Melcore, Brampton

James Montgomery, Welland

Tony Morello, Angus

Kevin Neville, Lunenburg

Pat Newell, Port Hope

Toni Pettitt, Hawkestone

Marc Praill, Harrow

Fitzroy Reid, Toronto

Tim Ryan, Thunder Bay

Scott Saunders, Woodville

Don Schmidt, Walkerton

Dale Simon, Thunder Bay

Andy Spruyt, Fonthill

June Towler, Bradford

Patricia Tweedie, Niagara Falls

Karen Vaughn, Picton

Chris Watson, Arthur

Coreena Zurkan, Kenora

### LOCAL 633 EXECUTIVE BOARD

#### PRESIDENT

Dan Bondy, Amherstburg

#### SECRETARY-TREASURER

Marylou Malett, Arthur

#### RECORDER

Neil Hotchkiss, Amherstburg

#### VICE-PRESIDENT:

Brad Kozlowski, Thunder Bay

Peter Small, Etobicoke

Brad Wigle, Windsor



## What You Get For Your Union Dues

- **Higher than average wages and benefits.** According to recent government **statistics**, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the **same** industries. This fact alone makes your union dues an outstanding investment in your **Mure**.
- **Job Security.** Your Union **will** not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and **arbitration** expenses just to protect your rights. If you are **unjustly** discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Did you deserve a promotion and not get it? Are non-bargaining unit people doing your work? Were your bumping rights ignored? Is your sick pay late in coming? Have you been unfairly disciplined for a very minor mistake? The Grievance Procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management **chooses** to allow you.
- **Problems with the Workplace Safety and Insurance Act or Employment Insurance?** The Union employs experts in **cutting** red tape and representing you to government agencies. These **services** are **free** to you, should you ever need them. Non-union workers are usually in the dark and **out** in the cold in these matters. They can only turn to expensive **lawyers** for help.
- **Pensions, Dental Insurance, Sick Pay, Disability Insurance, etc.** Compare your benefits package with those of non-union friends and family. Should they be **unable** to work because of sickness **or** accident, would they trade their insurance protection for yours? You bet they would!

Add up what you paid in Union Dues last year (don't forget that they are tax-deductible). Compare that amount with what you spent on such things as hobbies, cigarettes, beer, movies, cable television or "impulse" gifts.

## WHAT IS A UNION STEWARD?

A Union Steward is an elected front-line representative of the United Food and Commercial Workers. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

**Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance.** A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all **volunteers**. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this collective agreement, but only if you are willing to see it through.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you're not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

## UNION SCHOLARSHIPS, TRAINING AND EDUCATION

There are a number of scholarships available for Locals 175 & 633 UFCW Canada members, and their children, who are pursuing a Post Secondary education. To find out more about the scholarship program or various courses listed below, please contact the Locals 175 & 633 Training Centre, at (905) 564-2500 or 1-800-728-8902 or visit the web site: [www.ufcw175.com](http://www.ufcw175.com).

Locals 175 & 633 are also aware of the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer the most advanced and accessible Membership Training and Education programs in Canada. Members can choose from a variety of free educational opportunities including: Computer training delivered from our training centres or over the Internet; English as a Second Language (ESL); Skills Upgrading or Ontario Secondary School Diploma credits delivered in conjunction with local school boards; and other courses such as CPR and First Aid. Call the Training Centre or visit our Web site for current offerings.

We are also committed to ensuring our stewards are equipped with the knowledge they need to face their employers and offer an extensive list of 20 plus courses, from introductory to advanced, including Stewardship, Collective Bargaining: Union Organizing; Health and Safety.

We were the first Union in Canada to use Mobile Computer Training Labs to bring computer courses to our members in their own local communities. These Labs complement our Training and Education Centres in Mississauga and Hamilton.

In addition, twice a year the Locals offer fully-paid stewards and members' scholarship programs which are conducted at the Locals' Training & Education Centre in Mississauga. Thirty scholarships *are* awarded annually to stewards province-wide to attend a weeklong, in-depth training and education seminar. The theme of the week is "Labour's History. Past, Present and Future" to ensure that stewards are well-informed and educated to be representatives of our Union in their workplaces. Nine hours of hands-on computer training is included. Another thirty members' scholarships are awarded for an introductory weeklong computer training course.

We are a Union that is highly committed to making education and advancement a reality for our members

**WORKPLACE SAFETY AND INSURANCE ACT "W.S.I.A"**  
**Formerly**  
**WORKERS COMPENSATION ACT**

The Workplace Safety and Insurance Act, "W.S.I.A.", formerly, Workers Compensation Act or "W.C.B." is an insurance program to protect workers against loss of income due to job-related disabilities. Here are answers to the most commonly asked questions:

**1. HOW DOES THE WORKER REPORT AN ACCIDENT?**

If an accident occurs at work, section 22 (1) of The Act requires a worker to file a claim as soon as possible after the accident that gives rise to the claim, but in no case shall he or she file a claim more than six months after the accident or, in the case of an occupational disease, after the worker learns that he or she suffers from the disease.

**2. IS THERE AN EXTENSION OF TIME?**

The Board may permit a claim to be filed after the six month period expires if, in the opinion of the Board it is just to do so.

**3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?**

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require.

**4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?**

Section 22 (5)... When filing a claim, a worker must consent to the disclosure to his or her employer of information provided by a health professional under subsection 37(e) concerning the worker's functional abilities. The disclosure is for the sole purpose of facilitating the worker's return to work.

**5. FAILURE TO FILE?**

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by subsection (5) no benefits shall be provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

**6. NOTICE TO EMPLOYER?**

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board.

**7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?**

Section 23 (3)... A person receiving benefits under the insurance

pian or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

### **8. WAGES FOR DAY OF ACCIDENT?**

Section 24 (1)... The employer shall pay a worker who is entitled to benefits under the insurance plan his or her wages and employment benefits for the day of the injury as if the accident had not occurred.

### **9. EMPLOYMENT BENEFITS?**

Section 25 (1)... Throughout the first year after a worker is injured, the employer shall make contributions for employment benefits in respect to the worker when the worker is absent from work because of the injury. However, the contributions are required only if:

- (a) the employer was making contributions for employment benefits in respect to the worker when the injury occurred and
- (b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

### **10. DUTY TO CO-OPERATE IN RETURN TO WORK?**

Section 40 (1) The employer of an injured worker shall cooperate in the early and safe return to work of the worker by:

- (a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that, when possible, restores the worker's pre-injury earnings
- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed

### **WORKERS DUTY?**

Section 40 (2)... The worker shall cooperate in his or her early and safe return to work by:

- (a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment
- (b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent with the

worker's functional abilities and that, when possible, restores his or her pre-injury earnings

- (c) giving the Board such information as the Board may request concerning the worker's return to work and
- (d) doing such other things as may be prescribed.

#### **11. NOTICE OF DISPUTE?**

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their co-operation with each other in the worker's early and safe return to work.

#### **12. OBLIGATION TO RE-EMPLOY?**

Section 41 (1)... The employer of a worker who has been unable to work as a result of an injury and who, on the date of the injury, had been employed continuously for at least one year by the employer shall offer to re-employ the worker in accordance with this section.

Section 41 (4) When the worker is medically able to perform the essential duties of his or her pre-injury employment, the employer shall:

- (a) offer to re-employ the worker in the position that the worker held on the date of injury, or
- (b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

#### **TIME LIMITS**

- 1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.
- 2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.
- 3 A six month time limit on filing a claim.

The changes to the new act are significant and have reduced or limited entitlement for injured workers. However, you should never let management talk you out of filing a claim, it is your right. In fact it is a violation for an employer to refuse to submit a claim.

Your local union has a benefit department that will answer any questions you may have in regard to filing or appealing a W.S.I.B. claim. Contact your union office.

## EMPLOYMENT INSURANCE (formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996 the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st 2000. This system reflects a full transition from the old Unemployment Insurance System.

### "Where to Apply?"

Apply at the local Employment Centre (see Check the telephone directory under Human Resources Development Canada Employment Centre for the office nearest you).  
For more benefits:

You can receive regular benefits if you lost your job and you can't find work, provided that you meet these requirements:

- you have been without work and available for work for at least 4 weeks
- you have paid into the Employment Insurance system
- you have worked the required minimum number of hours in the last 52 weeks; this number of hours of work required, may range from 700 hours depending on the region.
- you are two weeks from your first job ever, or your first job after coming back into the workforce after an absence of two weeks or more, you will be eligible for a benefit rate of up to 65% of the local unemployment rate.

In most cases you will receive 55% of insured earnings up to a maximum of \$413 per week. Claimants who are in a low income family (an individual of less than \$25,921) will receive a benefit rate based on the Child Tax Credit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413.

The benefit rate can collect a percentage between 4 and 45% depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

## How to Calculate the Benefit Amount?

The benefit rate is based on your average insured earnings in the last 26 weeks of work. Your insured earnings will be averaged over a number of weeks known as a divisor, which is based on the unemployment rate in your region. The divisor is the greater of:

- (a) the number of weeks of insured earnings in the last 26 week period; or
- (b) the number of weeks specified in the divisor table.

If you worked for only the minimum number of weeks required to qualify, or for one week longer than that, then the minimum divisor applies to you.

### Intensity Rule:

Any week of regular benefits collected after June 30, 1996 could affect your benefit rate on future claims. Weeks of benefits claimed will stay on your claim history for five (5) years. Working while on a claim can help you to reduce the number of weeks on your claim history. Your claim history is maintained for five years.

### Work Credits:

Claimants who work while they receive regular benefits and earn enough to reduce their EI cheques will be able to earn **work credits** to be applied against the intensity rule. The total amount they save the EI system by working while on a claim will be converted into weeks of unpaid benefits. Those weeks will then be credited against the application of the intensity rule for the next claim in the next five years.

### Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 600 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as **temporary layoff**, you may be eligible with **less than 600 hours**. **Medical reports are necessary.**



### Maternity Benefits:

If your child ~~is~~ born or adopted after December 31st, 2001. You must have worked and paid EI premiums for at least 600 hours in the last 52 weeks, or since the beginning of your last EI claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks ~~after~~ the baby is due or born, unless the infant is confined to a hospital.

### Parental Benefits:

Parental benefits can ~~be~~ collected for up to 35 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. Under the new rules a combination of maternity (biological mothers only), parental and sickness benefits can ~~be~~ received up to a combined maximum of 50 weeks in a 52 week period.

Benefits are paid at 55% of your average insured earnings up to a maximum of \$413 per week.

### Employment Insurance Compassionate Leave:

**As of January 4, 2004**, compassionate care benefits may ~~be~~ paid up to a maximum of 6 weeks to a person who has to be absent from work to provide care or support to a gravely ill family member who is at risk of dying within 26 weeks. Unemployed persons on EI can also ask for this type of benefit

To be eligible for compassionate care benefits you must apply and show that

- your regular weekly earnings from work have decreased by more than 40%; and
- you have accumulated 600 insured hours in the last 52 weeks ~~or~~ since the start of your last claim. This period is called the qualifying period.

You can receive compassionate care benefits to care for one of the following family members:

- your child or the child of your spouse or common-law partner;
- your wife/husband or common-law partner;

- your father/mother,
- your father's wife/mother's husband;
- the common-law partner of your father/mother.

Common-law partner means a person who has been living in a conjugal relationship with that person for at least a year.

When requesting compassionate care benefits you must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

### **Discharge or Quit:**

No regular benefits are paid to those workers who quit a job without just cause or who are fired for misconduct. You may appeal a disqualification. Contact your Union if you need assistance with your appeal.

## THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

### Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training to a worker to protect the health & safety of the worker.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Cooperate with and **assist** the health and safety committee and representative.
- Take every **precaution** reasonable for the protection of the worker.

### Supervisor's Duties

In stores, the Supervisor is normally the Store Manager. He must

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

### Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and **Safety** law and all regulations and report any violations of the law or regulations to your Supervisor.

### workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

## **The Right to Refuse Unsafe Work**

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the **outcome of such appeal**.

## INDEX

Article	Page
1. Bargaining Agency .....	1
2. Management Rights.....	2
3. Employee and Union Co-operation.....	4
4. Union Security.....	5
5. Hours of Work .....	6
6. Overtime Rate of Pay .....	9
7. Statutory Holidays.....	10
8. Rest Periods.....	11
9. Wages.....	12
10. Travel Time.....	15
11. Vacations.....	16
12. Maternity Leave.....	18
13. Jury Duty .....	18
14. No Strike– No Lockout .....	19
15. Seniority.....	19
16. Discharge of Employees Subject to Arbitration.....	24
17. Notice Required for Pay in Lieu of Notice in Cases of Dismissal.....	24
18. Business Agents Visits.....	25
19. Complaints <b>and</b> Grievance Procedure .....	25
20. Cash Shortages.....	29
21. Sick Leave With Pay.....	30
22. Bereavement Leave With Pay.....	33
23. Leave of Absence Without Pay.....	33
24. Doctor's Appointment.....	34
25. Health and Welfare .....	34

## INDEX (continued)

Article	Page
26. Canadian Commercial Workers Industry Pension Plan.....	36
27. Company Meetings.....	37
28. Supplier's Representative.....	38
29. Fatigue Mats .....	38
30. Employee Privileges .....	38
31. Disciplinary Interviews.....	38
32. Union Decal .....	39
33. Expiration and Renewal.....	39

## PART-TIME APPENDIX "A"

<b>Article</b>	<b>Page</b>
1. Bargaining Agency .....	40
2. Management Rights .....	40
3. Employee and Union Co-operation .....	40
4. Union Security .....	40
5. Hours of Work .....	40
6. Statutory Holidays .....	41
7. Rest Periods .....	42
8. Vacations .....	42
9. Jury Duty .....	43
10. No Strike – No Lockout .....	44
11. Seniority .....	44
12. Discharge of Employees Subject to Arbitration .....	48
13. Notice Required for Pay in Lieu of Notice in Cases of Dismissal .....	48
14. Business Agents Visits .....	48
15. Complaints and Grievance Procedure .....	48
16. Cash Shortages .....	48
17. Dental Plan .....	48
18. Wages .....	48
19. Maternity Leave .....	49
20. Bereavement Leave .....	49
21. Sick Leave .....	49
22. Employee Privileges .....	53
23. Work Closest to Home .....	53
24. Travel Time .....	53
25. Leave of Absence Without Pay .....	53
26. Canadian Commercial Workers Industry Pension Plan .....	53

**PART-TIME APPENDIX "A" (continued)**

<b>Article</b>	<b>Page</b>
27. Health and Welfare.....	54
28. Fatigue Mats .....	54
29. Company Meetings.....	54
30. Disciplinary Interviews.....	54
31. Expiration and Renewal.....	54
Appendix B-1 Wages.....	55
Appendix B-2 Wages.....	57
Appendix B-3 Wages.....	58
Appendix C-1 Wages.....	59
Appendix C-2.....	61
Appendix C-3.....	62
Appendix D - Letters of Agreement .....	63
Letter of Agreement #1 - CCWIPP.....	63
Letter of Agreement #2 - Former Kent Drugs .....	65
Letter of Agreement #3 - Drug Warehouse Retail Stores.....	66
Letter of Agreement #4 - Cosmetic Commission Payment.....	67
Letter of Agreement #5 - Protocol for New Stores & Acquisitions .....	69
Letter of Agreement #6 - Technological Change.....	71
Letter of Agreement #7 - Staff Training.....	72
Letter of Agreement #8 - Par-time Drug Benefit.....	73
Letter of Agreement #9 - UFCW Leukemia Fund.....	74
Letter of Agreement #10 - Rotation of Sales Clerk from Cashiering Duties.....	75
Letter of Agreement #11 - Liability Insurance.....	76



**THIS AGREEMENT** made and entered into as of **January 28, 2005**

**BETWEEN:**

**PHARMA PLUS DRUGMARTS LTD.**

with respect to its stores in Ontario except the stores in the Regional Municipality of Ottawa-Carleton

(Hereinafter referred to as the "Company")

**- and -**

**UNITED FOOD & COMMERCIAL WORKERS CANADA, LOCAL 175**

(Hereinafter referred to as the "Union")

**WHEREAS** the Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation;

**NOW, THEREFORE**, the Company and the Union mutually agree as follows:

**ARTICLE 1 - BARGAINING AGENCY**

1.01

- (a) The Company recognizes the Union as the sole collective bargaining agency for all employees at its retail stores in Ontario, except the stores in the Regional Municipality of Ottawa-Cadeton, save and except Assistant Store Manager, persons above the ~~rank~~ of Assistant Store Manager, Graduate and Undergraduate Pharmacists, including Pharmacy Interns and Apprentice Pharmacists, and Office **Staff**.

- (b) 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, or otherwise, completed his training which shall be done within nine (9) months of each trainee's commencement of training. The Union will be advised in writing of names of management trainees.

#### 1.02

- (a) The term full-time employee or full-time employees whenever herein used, shall mean employees scheduled to work a normal work week of thirty-two (32) to forty (40) hours per week, as defined in Article 5.01.
- (b) The term part-time employee or part-time employees whenever herein used, shall mean employees scheduled to work less than a normal work week of thirty-two (32) hours. Should a part-time employee's normal workweek exceed thirty-one (31) hours for a period in excess of ten (10) consecutive weeks, the employee shall become full-time unless relieving for sickness, vacations, holidays or leaves of absence.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Management of the Company and the direction of the working force, including the right to plan, 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, demote, discipline and discharge employees for proper cause, are to be the sole right and function of the Management, provided that this right shall be exercised with due regard for the rights of the employees contained in this Collective Agreement.

2.02 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Company therefore retains all rights not otherwise specifically covered in this Agreement.

2.03 The Company shall be the sole judge as to the merchandise to be handled in its stores.

2.04

(a) The Company will not discriminate against any employee on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, ~~age~~, record of offenses, marital status, family status, sexual-orientation or disability or participation in the Union ~~or~~ lack thereof pursuant to the provisions of ~~the~~ Ontario Human Rights Code.

(b) **HARASSMENT**

The Company and the Union agree to co-operate in preventing and eliminating all harassment in the workplace, as defined by the Ontario Human Rights Code.

(c) **NO VIOLENCE IN THE WORKPLACE**

Pharma Plus has a zero tolerance policy for workplace violence. Pharma Plus is committed to providing its employees a work environment that is safe, secure and free of harassment, threats, intimidation and violence.

The Company will endeavour to ensure that incidents of this nature do not occur, however should ~~an~~ unfortunate event take place the Company will ~~take~~ reasonable steps to ensure that the physical, emotional and damage or loss to personal property impact to the employee(s) is rectified.

The Labour Management Committee will continue to review issues of this nature as required.

**ARTICLE 3 -  
EMPLOYEE AND UNION CO-OPERATION**

3.01 The employee agrees to uphold the reasonable rules and regulations of the Company in regard to punctual and steady attendance, proper notification in case of necessary absence, conduct on the job, and other reasonable rules and regulations established by the Company.

3.02

- (a) The employee agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the stores, and caring for equipment and machinery
- (b) A Health and Safety Committee shall be established in each workplace in accordance with the Occupational Health and Safety Act of Ontario.

3.03 The Union agrees to co-operate when requested by the Company in correcting inefficiencies of the members which might necessitate discharge.

3.04 There will be no Union activity of any kind or solicitation for membership on Company premises except with the written permission of the Company or as specifically provided for in this Agreement.

3.05 A union-management committee shall be established. Bargaining Unit representation on the committee shall be comprised of one union appointed representative selected from each employment classification. Management representation on the committee shall include at least one regional Director, and other representatives as required. The committee will meet three (3) times per year, as mutually agreed. Employees will be paid regular wages and travel expenses for attendance at such meetings. The union shall select a member who will provide the company with an agenda of issues 2 weeks prior to the meeting. The chairmanship of the committee shall alternate after every meeting between the

union and the company. Where mutually agreed decisions are reached by the committee they shall be posted in the stores affected.

### 3.06

- (a) The Company will recognize a Bargaining Committee to negotiate renewals of the Collective Agreement of no more than eight (8) members of the bargaining unit who have completed their probationary periods provided that no more ~~than~~ one (1) member comes from any one store. Members of the Committee may request leave of absence to attend negotiating meetings. Such request upon reasonable notice will not be unreasonably denied. The Company will ensure that employees on such authorized leave will not lose pay for regularly scheduled hours of work during days on which negotiations occur (up to the commencement of any work stoppage).
- (b) The Company will recognize one (1) member from each store, elected or appointed by the Union and who has completed his probationary period, as the Union Steward and one (1) member as an alternate steward elected or appointed by the Union and who has completed his probationary period.

Store Managers will advise new employees that a union contract is in place and will identify ~~the~~ Union Steward and introduce them as soon as the schedule permits.

## ARTICLE 4 – UNION SECURITY

4.01 New employees shall apply for membership on the official Union application form. Upon receipt of these **forms** from the employee, the Company agrees to forward these forms on the employee's behalf to the Union within ten (10) days after completion of the probationary period.

4.02 The Company agrees to deduct from the pay of each employee in the bargaining unit such dues and initiation fees as are set by the Union and communicated to the Company in writing. The Company shall remit such deductions to the Union within ten (10) calendar days of the start of the month following the month in which the deductions are actually made. Along with such remittances, the Company will include the employees' names, addresses, Social Insurance Numbers and sums deducted.

4.03 For informational purposes, the company will include on each employee's T-4 taxation form the total amount of Union dues deducted during the previous taxation year.

4.04 The Union shall hold the Company harmless with respect to all dues and initiation fees so deducted and remitted and with respect to any liability which the Company might incur as a result of such deduction and remittance.

4.05 The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. This information provided shall be on a standard spreadsheet, in a format provided by the Union, in Excel Quattro pro, Lotus or other software program acceptable and adaptable to the Union. The Company will also provide the most current basic employee information, as specified by the Union, as known to the Company

## **ARTICLE 5 - HOURS OF WORK**

5.01 Unless otherwise mutually agreed between the Company and the Union, the normal work week for full-time employees shall be five (5) days consisting of forty (40) hours, eight (8) hours per day, or four (4) eight (8) hour days and one (1) short day per week, or thirty-two (32) hours compris-

ing of four (4) eight (8) hour days. **This** paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

**An** employee who is scheduled to work thirty-two (32) hours per week will be scheduled eight (8) hours per day. This paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. **A** full-time employee scheduled to work Saturday and Sunday will normally be scheduled off either the Friday before or the Monday after. There will be a minimum of eleven (11) hours between scheduled shifts unless otherwise mutually agreed.

In the event it is necessary to reduce a 40-hour employee's workweek to 32 hours, and doing so is without mutual agreement, the layoff procedure in Article 15.00 will apply.

Prior to such a reduction of hours, a 32-hour workweek may be offered to other interested full-time employees in the store.

5.02 The Company agrees that employees shall not work split shifts.

5.03

- (a) Full-time employees, when instructed to report to work, shall receive a minimum of five (5) hours pay. If such employees are instructed to report to work and no work is available, they shall receive a minimum of five (5) hours pay.
- (b) The Company agrees to post, in ink, an hours of work schedule for full-time employees by Monday at 5:00PM of each week for the week commencing the Sunday following, and this shall not be changed without three (3) days notice, in writing. Such schedule shall be accessible to all employees and Union Rep-

representatives. Work schedules shall refer to any employee by his/her full name, and a copy of the work schedule shall be kept by the Store Manger for one hundred and twenty (120) days. The Company will copy the steward, if requested.

- (c) Any modifications to the posted schedule that may be required of the scheduled workweek shall be clearly identified on the posted schedule. A copy of the amended schedule will be provided to the steward if requested.

**5.04** The Company shall endeavour *to* schedule full-time employees to work five (5) consecutive days, although the Union recognizes that this may not always be possible in any event, this Clause shall not apply between December 15 and **January 15**. Any grievance with respect to **this** Clause shall be commenced at Step No. 2 of the Grievance Procedure by filing it with the Regional Director within five (5) working days after the circumstances giving rise to the complaint have occurred or come to the attention of the individual grievor.

**5.05**

- (a) In scheduling evening work, the Company shall restrict weekly assignment of Regular Full-time employees to one (1) evening per week. In stores which are open to the public for evening shopping, four (**4**) evenings per week or more, the Company shall restrict weekly assignments of Regular Full-time employees to no more than two (2) evenings per week which shall be equally rotated amongst the Full-time employees within the classification. Notwithstanding the above, employees who wish to work more than two evenings per week can do so on a mutually agreed basis. It is recognized that this may not be possible due to the needs of the business. This Clause shall not apply in December nor to any all-night store.



Any grievance with respect to **this** clause shall be commenced at Step No. 2 of the Grievance procedure by filing it with the Regional Director within **five** (5) working days after the circumstances giving rise to the complaint have occurred or come to the attention of the individual grievor.

- (b) Where a store closes at 6:00 p.m. the day shift shall end no later than 6:15 p.m. Where a store opens at or before 9:00 a.m. the day shift shall end no later than 6:00 p.m. Where a store opens at 10:00 a.m. *the* day shift shall end no later than 6:30 p.m.
- (c) Full-time employees scheduled to work on a Sunday will be paid for eight (8) hours if scheduled **for** less than eight (8) hours. An employee declining available Sunday work shall not as a direct result suffer a reduction of regularly scheduled available hours.

5.06 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, pursuant to the formula outlined in Article 9.02.

5.07 The Company agrees to schedule full-time employees off work every second Saturday. The Union agrees that this may not always be practical due to scheduling difficulties and operational requirements.

Two (2) or more employees shall not be scheduled in such a manner as to displace or prevent the hiring of regular full-time employees.

## **ARTICLE 6 – OVERTIME RATE OF PAY**

6.01 Authorized overtime, at the rate of time and one-half (1%) the regular hourly rate, shall be paid for time worked over forty (40) hours in any one (1) week or over eight (8) hours in any one (1) day. There shall be no pyramiding of

overtime payments. Such overtime shall be offered to the Senior Volunteer within the classification.

6.02 Authorized overtime will be paid at the rate of time and one-half (1%) the normal rate over thirty-two (32) hours per week, or eight (8) hours in one (1) day if one (1) statutory Holiday is observed in any one (1) week. Such overtime shall be offered to the Senior Volunteer within the classification.

6.03 Authorized overtime will be paid at the rate of time and one-half (1%) the normal rate over twenty-hour (24) hours per week, or eight (8) hours in one (1) day if two (2) statutory Holidays are observed in any one (1) week. Such overtime shall be offered to the Senior Volunteer within the classification.

## **ARTICLE 7 - STATUTORY HOLIDAYS**

7.01 There shall be ten (10) paid holidays for regular full-time employees during the term of this Agreement. These holidays are as follows:

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

and all other public holidays proclaimed by Civic, Federal, or Provincial Governments. In the case of a holiday proclaimed by the City or Municipality, the holiday is applicable to only those stores that are closed. The floating holiday is to be taken in the calendar year it becomes due subject only to the completion of the probationary period. During the period December 1 to 31 employee requests to take the floating holiday will be subject to the needs of the business.

7.02 All full-time employees regularly scheduled to work

on a holiday referred to in Article 7.01 (a), will be paid a regular day's pay for such holiday whether they work or not, and employees required to work shall be paid an additional amount at the rate of time and one-half (1½) hours worked. Such overtime shall be offered to the Senior Volunteer within the classification.

7.03 The Company and the Union may agree in advance to exchange Good Friday for Easter Monday in a particular store.

7.04 In order for an employee to receive Statutory Holiday pay, they must not have been absent from work on their scheduled work day prior to or following such holiday, unless the absence was justified on bona fide grounds provided for under this collective agreement.

7.05

- (a) In a week in which one (1) Statutory Holiday occurs, the normal basic work week for full-time employees shall be reduced by eight (8) hours for said holiday, or the number of working hours occurring and ordinarily observed in a day upon which the holiday occurs.
- (b) In a week in which two (2) Statutory Holidays occur, the normal basic workweek for full-time employees shall be reduced by eight (8) hours for each holiday, or the number of working hours occurring and ordinarily observed in the days upon which the holidays occur.

7.06 Holiday pay for full-time employees will be computed on the basis of eight (8) hours for each such holiday.

## **ARTICLE 8 – REST PERIODS**

8.01 Employees working over three (3) hours in any one (1) day shall receive one (1) rest period, with pay. Employ-

ees scheduled six (6) hours or more in any one (1) day shall receive two (2) rest periods, with pay. Employees scheduled nine (9) hours or more in any one (1) day shall receive three (3) rest periods. Rest periods shall be of fifteen (15) minutes duration and scheduled by the Company as near as possible to the midway point of the work period. The lunch period shall be one (1) hour or less, by mutual agreement, without pay. The Company will also endeavour to schedule a break for employees scheduled to work three (3) hours.

## ARTICLE 9 - WAGES

### 9.01

- (a) The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "B" and "C" of this Agreement, provided that where an individual employee's wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" and "C" are minimum rates and apply to the job classifications and not to the individual.
- (b) All other appendices attached hereto will form part of this agreement.
- (c) **Pharmacy Technician**  
In recognition of current trends, the present "Pharmacy Assistant" classification will be re-named "Pharmacy Technician".

#### **Certified Pharmacy Technician Classification (CPHT)**

All employees currently classified as Pharmacy Assistants will be eligible to move into the new classification of **Certified Pharmacy Technician** (attached) subject to the following requirements, which have been established and mandated by the Ontario College of Pharmacy:

- (i) that they have graduated with an OCP approved two year College Diploma:

**OR**

where they have completed 3500 hours of work in a retail or hospital dispensary setting.

**AND**

- (ii) that they successfully pass the Ontario College of Pharmacy (OCP) administered examination, which may be written twice yearly, in April and October. (The Company will pay the **full** cost for the first examination attempt.) A second effort, if required, will be reimbursed, upon successfully passing. This provision will be limited to employees who qualify according to “(i)” above, **and** who wish to write this examination.

An Annual Maintenance Fee for the CPHT classification will be reimbursed by the Company. The Annual Maintenance Fee as levied by the OCP will be paid by the Company upon presentation of the paid receipt by the Employee.

Presently, a “Get Ready” course is available from Humber College which the Company is prepared to pay in full (including text books) for any employee who qualifies according to “(i)” above. The Company will agree to pay in advance the cost of the “Get Ready” course upon approval of the Regional Pharmacy Manager. Such approval shall not be unreasonably denied.

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;

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 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;

The wage grid of the new collective agreement will asterisk the CHPT and PT classifications, and contain a "note" which will state: **"For the purposes of the Collective Agreement (except the wage appendixes) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification."**

Item numbered 9.01 (c) above will commence upon date of ratification March 10, 2002.

9.02 When an employee is promoted to a higher rated classification, she will continue to receive the same wage rate she was receiving previously, provided his former wage rate is set out in the range of the new classification. If his previous wage rate is not set out in the range of the higher rated classification, then the employee's wage rate will be that of the next highest rate on the range for the new classification. In all cases, the employee's movement across the range of his new classification will commence at the rate in the range which is determined above.

9.03 For the purposes of placement on the wage schedule only, employees with previous experience working in a Pharma Plus will be granted full credit for such experience, provided they left the employ of the Company no later than two (2) years prior to their rehire. This does not change the probationary status of the employee for their rehire.

9.04 **Relieving Rate of Pay for Management**

(a) When an employee is assigned to be "In Charge" in

the absence of the Store Manager for one (1) day or more, such employee shall receive a premium of two dollars (\$2.00) per hour for all hours worked during the Store Managers absence. The above named employee shall be identified in a posting, which shall include the assigned management duties.

- (b) When an employee is assigned to be “In Charge” for store closing, such shall receive a premium of one dollar (\$1.00) per hour for four (4) hours that day. Management duties will be as assigned and such employee shall be required to close the store at the end of the business day.
- (c) When an employee is assigned to open the store and to be “In Charge” for store opening, such shall receive a premium of one dollar (\$1.00) per hour for their first three (3) hours of work. Management duties will be as assigned.
- (d) Full-time employees shall receive a premium of twenty-five cents (25 cents) per hour for all hours worked after 6:00PM.
- (e) There shall be no duplication of premiums, only one premium will apply per employee per shift. Evening shift premium is not payable on overtime hours.

### **ARTICLE 10 – TRAVEL TIME**

10.01 Any employee who is transferred from one store to another during the regular working day, by mutual agreement, or to attend meetings at the Company’s direction at a place other than their store, shall be paid his or her hourly rate for all traveling time.

10.02 Employees shall be compensated for actual expenses of public or private transportation if such transportation is required by the Company. Prior to employees agreeing, they shall be made aware of the Company’s Travel Expense Policy as it pertains to traveling allowance.

## ARTICLE 11 – VACATIONS

11.01 The Company will grant vacations of one (1) week at 4% of the regular rate to all full-time employees who have been employed continuously for less than one (1) year, but more than six (6) months, prior to July 1st of the year in which the vacation is to be taken. Vacation pay will be paid on the basis of an employees' normal workweek for each week of vacation eligibility except for individuals on voluntary leave and/or Long Term Disability who will receive a percentage of their earnings.

Employees who shall have completed one (1) to four (4) years of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive two (2) weeks at 4% vacation pay.

Employees who shall have completed five (5) to nine (9) years of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive three (3) weeks at 6% vacation pay.

Employees who shall have completed ten (10) to fourteen (14) years of continuous service, prior to July 1st of the year in which vacation is to be taken, shall receive four (4) weeks at 8% vacation pay.

Employees who shall have completed fifteen (15) to nineteen (19) years of continuous service, prior to July 1st of the year in which vacation is to be taken, shall receive five (5) weeks at 10% vacation pay.

Employees who shall have completed twenty (20) years or more of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive six (6) weeks at 12% vacation pay.

11.02 Vacations shall be taken in the year in which they are due, and may not be accumulated unless mutually agreed upon.



### 11.03

- (a) If a Statutory Holiday occurs during an employee's vacation period, **an** extra day's vacation shall be scheduled, by the Company, immediately preceding or following his vacation period.
- (b) If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay, in accordance **with Article 7** of this Agreement, shall be given in lieu of an extra day's vacation, by mutual agreement.

11.04 A vacation request form shall be posted between March 1 and April 30 and all employees who are entitled to request vacations shall indicate on the form within **three (3)** weeks, the dates on which they wish to have vacation. The choice of vacation dates will be according to seniority, providing that **it** does not result in a schedule which interferes with the operation of the business. However, after April 30, any further scheduling shall be on a first-come, first-served basis. In order to ensure equitable distribution of vacations, those employees entitled to three (3) weeks of vacation or more, will only have priority over less senior employees with respect to the scheduling of two (2) such weeks in the period between June 1st and September 1st each year. No vacation time will be scheduled by the Company during the period from December 1st to December 31st. It is understood that all full-time employees shall have preference of vacation dates over **all** part-time employees up until April 30.

It **is** understood employees may use this form to indicate their desire to have their regular day off scheduled immediately preceding and/or following any vacation of one or more weeks duration.

11.05 **An** employee who submits a written request **for** advance vacation pay to the Store Manager, at least six (6) weeks prior to going on vacation, shall receive (**from** either

Payroll or a cash advance from the Store Manager) their advanced net vacation pay for that vacation period prior to going on that vacation.

In the event that an employee receives a store cash advance, this advance will be deducted from the employee's vacation pay.

The vacation pay advance shall be identified separately on their pay cheques.

## **ARTICLE 12 – MATERNITY LEAVE**

### **12.01 Maternity/Parental Leave**

The Company agrees to provide Maternity and Parental leave in accordance with the Employment Standards Act of Ontario.

12.02 Notwithstanding Article 12.01, an employee, for medical reasons (mother or child), may apply for an additional leave of absence for up to seven (7) weeks. Such request shall be accompanied by a certificate from a qualified medical practitioner.

12.03 The employer will contribute one hundred percent (100%) to all benefits for an employee while on maternity leave.

## **ARTICLE 13 – JURY DUTY**

13.01 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~~ in connection with a case arising from the performance of **his** duties with the Company, or is required by subpoena to act as a witness for the Crown, he/she shall not lose his/her regular pay because of such attendance provided that he/she:

- (a) notifies the Company immediately upon his/her notification that she/he will be required to attend Court;
- (b) presents proof of service requiring her/his attendance:

- (c) promptly repays to the Company the amount paid to him for such service or attendance other ~~than~~ for his expenses.

## **ARTICLE 14 – NO STRIKE – NO LOCKOUT**

14.01 It is mutually agreed upon that there shall be no strikes, lockouts, stoppages of work or slowdowns during the life of **this** Agreement.

## **ARTICLE 15 – SENIORITY**

15.01 Seniority shall be defined as length of continuous employment with the Company in the bargaining unit. Seniority shall be effective only after an employee has completed the forty-five (45) calendar day probationary period, **and** shall be computed from the date of his first employment. New employees hired as “Management Trainees” subsequent **to** date of ratification of this Agreement, shall serve a ninety (90) calendar day probationary period computed from the date of their first employment.

Seniority shall be the governing factor in matters such as vacations, layoff, transfers, demotions, promotions, reduction to part-time, rehire after layoff, and in the filling of new positions, providing the employee has **the** ability **and** willingness to perform the work as required.

15.02

- (a) Full-time employees who wish to be considered for a promotion, transfer, or a new position shall inform the Human Resources Department using the prescribed form. Confirmation of receipt will be returned to the employee. When a promotion, transfer, or a new position becomes available, employees who have **so** informed the Human Resources Department will be given preferential consideration provided that they have the necessary skill, ability, experience and qual-

ifications. Where two (2) or more employees entitled to such preferential consideration are approximately equal in skill, ability experience and qualifications, seniority will be the governing factor.

- (b) Every month the Company will publish for display, on each bulletin board, a list of promotions, transfers and new positions filled within the bargaining unit during the previous month. This list shall indicate the successful employee's name, classification, seniority, and the store location where the position was filled.

15.03 Seniority rights shall be terminated and an employee shall be deemed to have quit if he or she:

- (a) is duly discharged by the Company;
- (b) voluntarily quits or resigns or retires;
- (c) has been laid off or promoted out of the bargaining unit continuously for a period of more than twelve (12) months. Upon return from layoff an employee will be provided a 14-day familiarization period to the responsibilities of their position;
- (d) is called back to work, by registered mail to her last known address, after a layoff and does not return within ten (10) days of the date on which the registered letter of call back was mailed by the Company. The employee is responsible for advising the Human Resources Department, in writing, of any change in his or her address;
- (e) fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.
- (f) is absent without leave for three (3) consecutive shifts and fails to advise the Company without a legitimate reason.

15.04 The company agrees to give two (2) weeks' notice prior to changing an employee's status from full-time to part-time.

15.05 A part-time employee will be placed on the permanent full-time staff where her normal workweek exceeds thirty-one (31) hours per week for a period in excess of ten (10) consecutive weeks, except if relieving for sickness, vacation, holiday, or leaves of absence.

15.06 Where it will not interfere with the efficiency of the Store operation, employees will be offered an opportunity of employment in the Company Store nearest to their residence, if a vacancy arises in that classification.

15.07 The Company agrees to supply the Local Union Office with seniority lists by Store, Region, and bargaining unit in October of each year.

#### 15.08 LAY-OFFS

##### 1. Layoffs - Full-Time

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

Employees laid off shall have the option to displace any junior 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. the City
3. a Store within a 20 mile radius of their own Store
4. the business region
5. the bargaining unit

(B) lateral classifications (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. the City
  3. a Store within a 20 mile radius of their own Store
  4. the business region
  5. the bargaining unit
- (C) **Lower classification (at a lower pay rate):**  
Where they have the ability and willingness after a two (2) day training period to satisfactorily perform the work in any one of the following locations:
1. their own Store
  2. the City
  3. a Store within a 20 mile radius of their own Store
  4. the business region
  5. the bargaining unit
- (D) **Part-Time classifications:**  
Where they have the ability and willingness after a two (2) day training period to satisfactorily perform work in the classifications (lateral or lower), as described in (a), (b), and (c) above, in any one of the following locations:
1. their own Store
  2. the City
  3. a Store within a 20 mile radius of their own Store
  4. the business region
  5. the bargaining unit
- (E) In the event of a Staff reduction and/or layoff in the Stock Clerk classification, the affected employee may bump any junior employee with less seniority **than** themselves in the Sales Clerk/Driver Classification. If necessary the company will provide two (2) working days of training to

the affected employee to enable him to function satisfactorily as a Sales Clerk/Driver.

(F) Take the layoff with recall rights.

2. **Lay-offs – Part-Time**

As per the full-time application. It is understood that part-time employees may not displace full-time employees.

3. **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 to work upon recall:
  - 1. their own Store
  - 2. the City
  - 3. a Store within a 20 mile radius of their own Store
  - 4. the business region
  - 5. the bargaining unit
- (b) Full-time employees who elected A., B., C., D., or E. above shall have the “preferred” right to return to their former position in their former store for 6 months.
- (c) Full-time employees who elected 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 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 the selection of hours, and for further layoffs, for one full selection of hours period as per Par-Time Article 11.05. 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 15.03 (d).

### **ARTICLE 16 - DISCHARGE OF EMPLOYEES SUBJECT TO ARBITRATION**

16.01 If an employee is of the opinion that there has been an improper dismissal and same is not adjusted by mutual agreement, then such dismissal may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration Article of this Agreement.

16.02 It is understood that the Company may discharge an employee who has not completed her probationary period for any reason satisfactory to the Company, and such discharge shall not be the subject of a grievance. It is also understood that the Company may discharge an employee who has been found unacceptable to the Company's Bonding Company, and such discharge shall not be the subject of a grievance.

16.03 The specific penalty for proven pilferage shall be discharge.

### **ARTICLE 17 - NOTICE REQUIRED FOR PAY IN LIEU OF NOTICE IN CASES OF DISMISSAL**

17.01 The Company agrees to abide by the current Employment Standards Act in respect to notice required or pay in lieu of notice in cases of layoff as defined in the Employment Standards Act.



## **ARTICLE 18 – BUSINESS AGENTS VISITS**

18.01 The authorized Business Agent, or Representative of the Union, shall receive permission from the Store Manager, or Assistant Manager, to talk with any employees, who are members of the Local, regarding Union matters during regular working hours. All interviews of employees by the Union Representatives shall be carried on in a place in the Store provided by the Company. Providing that such interviews will not interfere with the efficiency of the operation of the Store, time taken for such interviews shall not be in excess of ten (10) minutes.

## **ARTICLE 19 – COMPLAINTS AND GRIEVANCE PROCEDURE**

### **19.01 Complaints**

Any employee, subject to this Agreement, believing ~~she~~ has been unjustly dealt with, or that any of the provisions of this Agreement have not been complied with, may take **up** the complaint with the Store Manager orally in an effort to effect a settlement. The matter shall be taken up with the Store Manager within five (5) working days after the circumstances giving rise to the complaint have occurred. The employee's Steward shall be involved at the request of the employee. The Store Manager shall respond orally to the employee within two (2) working days thereafter. If the employee wishes, she may go directly to the Steps of the Grievance Procedure without following *this* complaint procedure.

### **19.02 Adjustment of Grievances**

Any complaint, disagreement, or differences of opinion between the Company and the Union, or between the Company and an employee covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement may be considered as a grievance.

19.03 Any individual grievance which is not presented

within fourteen (14) days following the event giving rise to such grievance, or within fourteen (14) days of the last day worked in the case of dismissal, shall be forfeited and waived by the aggrieved party.

19.04 Either the Company or the Union shall file a Policy Grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Union and the Company. Such grievances may commence at the third Step of the procedure set out below in Article 19.05. However, Policy Grievances shall not be used to avoid the proper processing of individual employee grievances, in accordance with the procedure set out below in Article 19.05. Grievances arising from Article 5.05 (b) may be referred to Step 3 in the Grievance Procedure.

19.05 The procedure for adjustment of grievances and disputes by an employee shall be *as follows*:

#### **STEP NO. 1**

Any individual grievance must first be submitted to the Store Manager. The employee's Steward shall be involved. The grievance will set out, in writing, the nature of the grievance, and the remedy requested. The Store Manager shall reply, in writing, within five (5) working days thereafter. If the employee does not receive a satisfactory response, she may proceed to the next Step of the Grievance Procedure.

#### **STEP NO. 2**

The grievance may be submitted by the Union to the Regional Director within a further ten (10) working day period from the decision of Step No. 1. The grievance will set out, in writing, the nature of the grievance, the Section or Sections of the Agreement alleged to have been violated, and the remedy requested. Within the next ten (10) working days, the Regional Director may schedule a meeting with the Union, which the grievor may be requested to attend, prior to

answering the grievance although the Regional Director will answer the grievance, in writing, within fifteen (15) working days of the receipt of the grievance. If a satisfactory settlement cannot be reached, then;

### **STEP NO. 3**

Within ten (10) working days from receipt of the reply at Step No. 2, the grievance may be submitted to the Vice President, Operations Department or their designate, who may schedule a meeting with the Union, which the grievor may be requested to attend, prior to answering the grievance although the grievance will be answered in writing within fifteen (15) working days of the receipt of the grievance. Policy Grievances, as referred to in Article 19.04, shall be commenced at this Step.

### **STEP NO. 4**

If the Union and the Company cannot reach a settlement, either party may, within thirty (30) calendar days of the reply given in Step No. 3, submit the grievance to Arbitration by nominating an Arbitrator. These time limits may be extended, with mutual agreement.

### **STEP NO. 5**

Within fifteen (15) days thereafter, the other party shall also nominate an Arbitrator, and the two nominees shall attempt to agree upon a third member. The third member shall act as Chairman of the Board. If agreement cannot be reached in respect to the appointment of the Chairman of the Board of Arbitration, the matter shall be referred to the appropriate Government Agency. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration. If the other party fails to nominate an Arbitrator, the grieving party may ask the appropriate Government Agency to make the appointment.

19.06 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.

19.07 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance Procedure, except in the case of terminations where the Grievance Procedure will commence at Step No. 3, and such grievance will be submitted directly to the Vice President, Operations Department.

The Union Business Representative and the Company Regional Director may by mutual agreement have a Step 2 Meeting to discuss the termination during the ten (10) day period.

19.08 Any agreement reached between the Company and the Union to resolve a grievance shall be binding on both parties and upon any employee involved.

19.09 The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer. Also, the Arbitration Board may request from the parties such other evidence as is relevant to its determination of the issues involved. In reaching its decisions, the Arbitration Board shall be governed by the provisions of this Agreement, and shall have no authority to alter, amend, or change the provisions of this Agreement.

19.10 The findings and decisions of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on the parties and the employees.

19.11 The expense of the Chairman of the Board shall be borne equally by the parties to the Arbitration.

19.12 It is the intention of the parties that the provisions of the Article shall provide a peaceful method of adjusting

grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions in this **Article**.

19.13 When an employee has given twelve (12) consecutive months with no unsatisfactory conduct documentation on his/her file, the company agrees it will not use such past documentation when addressing future discipline. Suspensions of five (5) days or more shall remain for eighteen (18) months, as described above. The Employer will, upon written request by the employee, provide the employees' home store with a complete copy of their personnel file which may be viewed in the presence of the Store Manager.

19.14 The Union acknowledges that the stewards have their regular duties to perform and that such persons will not leave their regular duties without receiving permission from the Store Manager or appointee, which permission will not be unreasonably withheld. The Company will compensate such Steward at their regular straight time hourly rate **for** time spent servicing complaints or grievances hereunder during their regular working hours within the store.

## **ARTICLE 20 – CASH SHORTAGES**

20.01 No employee may be required to make up cash register shortages unless she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

20.02 No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee, and the employee is given the opportunity to verify all withdrawals and/or deposits.

## **ARTICLE 21 – SICK LEAVE WITH PAY**

21.01 All full-time employees, hired after June 12, 1994, and after completion of three (3) months' continuous service, shall be entitled to receive pay for absence on account of sickness, as specified below:

- (a) All cases of sickness, to qualify for allowance, must be reported by the employee to the Store Manager (or her designate) within three (3) hours after the time at which the employee should have reported for duty.

Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.

- (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 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 nine normal work days, to be paid at 90 percent of their normal hourly rate, to be utilized at any time during the rest of the year, but to be earned on the basis of one (1) day per month;
- (iii) At the commencement of each subsequent year of service, an employee will be credited with twelve (12) normal work 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 one (1) day per month to a maximum of twelve (12) days per year;

- (iv) If an 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 13, 1994 employees may accumulate or re-accumulate to a maximum of fifteen (15) normal workweeks to be paid at 90 percent of their normal hourly rate for use in subsequent years. Once the bank is reduced below fifteen (15) normal workweeks the employee may re-accumulate up to a maximum of fifteen (15) normal workweeks at 90 percent of their normal hourly rate.
- (d) Management reserves the right to require sickness to be proven by satisfactory evidence and any cost incurred in providing such evidence satisfactory to the Company, based on the Company's request, shall be borne by the Employer upon presentation of a paid receipt by the employee;
- (e) Sick leave and allowances are approved and provided for causes of illness only, and if it is proven a n employee has abused her sick leave privilege, such employee may be subject to disciplinary action;
- (f) The above Sick Leave with Pay clause shall b e subject to revision if and when the "Unemployment Insurance Act" is revised to include sick pay privileges for employees of the Company.
- (g) Full-time employees who transfer to part-time status will retain any accumulated sick leave credits.

21.02 All employees hired prior to June 13, 1994 shall be entitled to sick leave as follows:

- (a) All cases of sickness, to qualify for allowance, must be reported by the employee to the Store Manager (or

her designate) within three (3) hours after the time at which the employee should have reported for duty.

Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.

- (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 pay allowance shall be as follows:
  - (i) Effective January 1, 1994 employees may accumulate or re-accumulate sick leave credits to a maximum of fifteen (15) normal work weeks. Prior to January 1, 1995 sick leave will be paid at 100 per-cent of their normal hourly rate and after January 1, 1995 sick leave will accumulate and be paid at 90 percent of their normal hourly rate for use in subsequent years. Once the bank is reduced below fifteen (15) normal workweeks the employee may re-accumulate up to a maximum of fifteen (15) normal workweeks at 90 per-cent of their normal hourly rate.
  - (ii) Sick leave credits for 1994 will be increased from ten (10) normal working days to twelve (12) at 100 per-cent of their normal hourly rate. All past sick bank credits (to a maximum of 11 weeks) accumulated up to December 31, 1994 will be paid at 100 per-cent, in the event of sickness, at their normal hourly rate and will be exhausted prior to the application of (i) above.
- (d) Management reserves the right to require sickness to be proven by satisfactory evidence and any cost incurred in providing such evidence satisfactory to the Company, based on the Company's request, shall be



borne by the Employer upon presentation of a paid receipt by the employee;

- (e) Sick leave and allowances are approved and provided for causes 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;
- (f) The above Sick Leave with Pay clause shall be subject to revision if and when the "Unemployment Insurance Act" is revised to include sick pay privileges for employees of the Company.

#### **ARTICLE 22 - BEREAVEMENT LEAVE WITH PAY**

22.01 Full-time employees shall be granted leave of absence without loss of pay, for scheduled hours of bereavement leave as follows:

- (a) five (5) days - husband, wife, children, parents, brother, sister, parents-in-law, grandparents, grandchildren; step-parents, step-children, common-law spouse as defined by law.
- (b) three (3) days - brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (c) one (1) day - grandparents-in-law, aunt, uncle, niece, nephew

#### **ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY**

23.01 Employees shall be entitled to request, in writing, one special two-week 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 Human Resources Department. A request for a longer period will not be unreasonably denied. If an employee's request for leave is denied, the Company will notify the employee, in writing, concerning the reasons for such denial.

## **ARTICLE 24 – DOCTOR’S APPOINTMENT**

24.01 Where an employee is unable to schedule her doctor’s appointment on her day off, the Company agrees to allow the employee time off from work without pay, for the purpose of attending to her doctor’s appointment, provided the employee endeavours to provide at least one (1) days’ notice of such appointment.

## **ARTICLE 25 – HEALTH AND WELFARE**

25.01

(a) **Life Insurance Benefits**

The Company agrees to pay 100% of the premium cost for each full-time employee, effective the first of the month upon completion of three (3) months continuous service. Total Life Insurance is \$25,000.

(b) **Accidental Death and Dismemberment Benefits**

The Company agrees to pay 100% of the premium cost for each full-time employee, effective the first of the month upon completion of three (3) months continuous service. Total Accidental Death and Dismemberment Insurance is \$25,000.

(c) **Long Term Disability**

The Company agrees to pay fifty (50) per-cent of the premium cost for each full-time employee, effective the first of the month upon completion of three (3) months continuous service. Coverage – 66 2/3 of base salary to a monthly maximum of \$2,000.00 monthly, effective after 15 consecutive weeks of absence due to illness as set out in the Pharma Plus Benefits Summary.

(d) **Extended Health Care**

The Company agrees to pay 90 per-cent of premium cost for each full-time employee and her dependants when eligible for the following benefits, effective the

first of the month upon completion of three (3) months continuous service:

(i) **Semi-private Room**

Semi-private hospital room and board charges incurred in Canada in excess of ward accommodation up to the hospital charges for accommodation:

(ii) **Major Medical**

Co-insurance at 75 per-cent insurer and 25 per-cent insured. Eligible expenses are as per the Pharma Plus Benefits Summary.

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

(e) **Ontario Health Insurance Plan (O.H.I.P.)**

The Company agrees to pay 100% of the premium cost for each full-time employee and her dependants for the Ontario Health Insurance Plan (O.H.I.P.), effective the first of the month after completion of three (3) months of continuous service by the employee involved.

(f) **Pay Direct Drug Plan**

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

(g) **Optical Plan**

The Company agrees to pay 100% of the premium cost for each full-time employee effective the first of the month upon completion of three (3) months continuous service. Coverage – maximum of two hundred and fifty dollars (\$250.00) every two (2) years for new or changed prescriptions for the employees and their reported dependants.

Effective date of Ratification, February 6, 2005, the cost of eye examinations **on** the basis of one exam in each 24-month period will be covered by the Plan.

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

#### **25.02 United Food and Commercial Workers Trusteed Dental Plan**

Effective February 6, 2005 the Company agrees to contribute twenty-six (26¢) cents for each hour worked by each employee in the bargaining unit to a maximum of forty (40) hours per week for each employee, to the United Food and Commercial Workers Trusteed Dental Plan. Effective January 1, 2006, the Company agrees to contribute twenty-seven cents (27¢) for each hour. Effective January 1, 2007, the Company agrees to contribute twenty-eight (28¢) cents per hour.

### **ARTICLE 26 - CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN**

26.01 Effective February 6, 2005, the Company agrees to contribute seventy (70¢) cents per hour to the Canadian Commercial Workers Industry Pension Plan (“Pension Plan”) for all non-overtime, vacation, holidays, and sick days hours paid, in accordance with the Collective Agreement, for all full-time and part-time employees in the bargaining unit, to a maximum of forty (40) hours per week per employee. Effective January 1, 2006, the Company agrees to contribute eighty (80¢) cents per hour. Effective November 1, 2007, the Company agrees to contribute eighty-five (85¢) cents per hour.

26.02 The contributions made by the Company and the Fund assets accruing there from, shall be used to provide retirement benefits and, if applicable, disability benefits, death benefits, termination benefits and such other additional

benefits as the Trustees of the Pension Plan may decide, from time to time, as being applicable to the Pharma Plus employees who are or have been members of the Pension Plan, and applicable to their families and/or designated beneficiaries who may be entitled to benefit.

26.03 The Company shall forward all contributions, together with a list of all full-time and part-time employees, and the number of hours paid and worked for each reporting period, within fifteen (15) days following the end of each of the Company's four **(4)** week accounting periods.

26.04 The Employer's liability for contributions to ~~the~~ Pension Plan shall be limited solely to the payment of the amount due to the Fund, in accordance with paragraph 26.01 above and Letter of Agreement #1 and #2.

26.05 As a consequence of the Agreement in this Article between the Company and the Union, the Company **will** enter into a "Participation Agreement" with the Board of Trustees of the Canadian Commercial Workers Industry Pension Plan, and supply such actuarial data as may be reasonably required with respect to the administration of the Pension Plan.

26.06 The other undertakings and obligations of the Company and the Union shall be **as** per the Letter of Agreement #1 and #2 between the parties attached to this Collective Agreement as Appendix "D".

26.07 The Company will sign the Canadian Commercial Workers Industry Pension Plan Participation Agreement provided such Agreement is identical to the Agreement signed by the former Company (Boots Drug Store (Canada) Ltd.)

## **ARTICLE 27 - COMPANY MEETINGS**

27.01 Employees who voluntarily agree to attend Company meetings, or approved training courses that the employee has been authorized to attend by the Company, during their

off hours, will be given equivalent time off at a time mutually agreed upon between the employee and the Store Manager, within four (4) weeks of the date of the meeting.

### **ARTICLE 28 – SUPPLIER’S REPRESENTATIVE**

28.01 The Company will endeavour to ensure that salesmen, other than those working for greeting card companies, book and magazine vendors, cosmetic companies, potato chip companies, Pharmasales, or their successors, shall not perform bargaining unit work normally performed by clerks. However, the above-mentioned company salesmen may order and reset merchandise, and select merchandise for return or credit.

28.02 It is agreed that the total bargaining unit hours in a store will not be reduced solely as a direct result of the use of any of the supplier salesmen listed above.

### **ARTICLE 29 – FATIGUE MATS**

29.01 The Company will provide in each Store, Fatigue mats at the front, Post Office and Pharmacy cash points and replace as needed.

### **ARTICLE 30 – EMPLOYEE PRIVILEGES**

30.01 Employee privileges presently in effect, including the Employee Advantage Card, but which are not specifically mentioned in this Agreement and are not contrary to the purpose and intent of this Agreement, shall continue in full force.

### **ARTICLE 31 – DISCIPLINARY INTERVIEWS**

31.01

(a) When an employee is to be interviewed by the Company or Security 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.

- (b) Should any reprimand, warning or disciplinary measure be issued in writing, the employee in question shall receive a copy of such written reprimand, warning or disciplinary measure.

### **ARTICLE 32 – UNION DECAL**

32.01 The Company agrees to display the current official Union Decal of the United Food and Commercial Workers International Union in a location where it can be **seen** by customers.

### **ARTICLE 33 – EXPIRATION AND RENEWAL**

33.01 This agreement shall be effective from January 5, 2005 to January 4, 2008 **and** shall continue in full **force** and effect thereafter from year to year, except that either party may, at any time within ninety (90) days before the expiry date of such Agreement, give notice in writing to the other **party** of their intentions to revise or abrogate this Agreement.

DATED at Mississauga, Ontario, this 1st day of March, 2005.

FOR THE UNION

Harry Sutton  
David Noonan  
Julie Flynn  
Sue Schouten  
Dianne MacInnes  
Paula King  
Sophia Verrydt  
Frank McNutt  
Lynn Willis

FOR THE COMPANY

Peter D. Davidson  
Paul Dale  
Brian McLaughlin  
Binny Saran

## **PART-TIME APPENDIX "A"**

All matters relative to part-time employees and the wages and working conditions shall be contained within this Appendix which forms part of this Collective Agreement.

### **ARTICLE 1 – BARGAINING AGENCY**

As per Article 1 of the Full-time Agreement

### **ARTICLE 2 – MANAGEMENT RIGHTS**

As per Article 2 of the Full-time Agreement

### **ARTICLE 3 – EMPLOYEE AND UNION CO-OPERATION**

As per Article 3 of the Full-time Agreement

### **ARTICLE 4 – UNION SECURITY**

As per Article 4 of the Full-time Agreement

### **ARTICLE 5 – HOURS OF WORK**

5.01

- (a) Part-time employees shall receive a minimum of four (4) hours pay, provided that there are four (4) hours of work available from the time they report for work until the store is closed. No employee shall be scheduled and/or receive less than four (4) hours.
- (b) The Company agrees to post in ink an Hours of Work Schedule for part-time employees by Monday at 5:00PM of each week for the week commencing the Sunday following. It is understood that such schedule may be changed by mutual agreement between the Manager and employee. Such schedule shall be accessible to all employees and Union Representative. Work schedule shall refer to an employee by his/her



full name, and copy of the work schedule shall be kept by the Store Manager for one hundred and twenty (120) days. The Company will copy the Steward, if requested.

5.02 Authorized overtime at the rate of time and one-half (1%) of the regular hourly rate, shall be paid for time worked over forty (40) hours in any one (1) week or over eight (8) hours in any one (1) day. Such overtime shall be offered to the Senior Volunteer within the classification.

5.03 The Company agrees that employees shall not work split shifts.

5.04 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 pursuant to the formula outlined in Article 9.02 full-time.

#### **ARTICLE 6 – STATUTORY HOLIDAYS**

6.01 There shall be nine (9) paid holidays for part-time employees during the terms of this Agreement. These holidays are as follows:

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

provided:

- (a) They have earned wages on at least ten (10) working days during the four (4) weeks immediately preceding the holiday.
- (b) They have worked their regularly scheduled day before and after the holiday, unless the absence was justified on bona fide grounds provided for under this collective agreement.

- (c) Part-time employees required to work on a holiday referred to in Article 6.01 above, shall be paid, in addition to any holiday pay, at the rate of time and one-half (1%) for such hours worked on the holiday. The payment for the holiday will be based on the total hours worked, including any paid holiday time taken, and any paid bereavement leave time taken during the four (4) weeks immediately preceding the holiday divided by the number of shifts worked. For the purpose of determining entitlement and payment calculation, where an authorized leave for vacation occurs during the above four (4) weeks, the four (4) week period will be extended by the equivalent vacation period. That four (4) week period (preceding the holiday) shall be used for entitlement and calculation of holiday pay. Such overtime shall be offered to the Senior Volunteer within the classification.

6.02 The Company and the Union may agree in advance to change Good Friday for Easter Monday in a particular store.

## **ARTICLE 7 – REST PERIODS**

As per article 8.01 of the Full-time Agreement

## **ARTICLE 8 – VACATIONS**

8.01 Employees working other than full-time shall receive vacation pay as follows:

- (a) Up to one year service as of June 30th – 4% of earnings
- (b) Over one year as of June 30th – 4% of earnings;
- (c) Over five years as of June 30th – 6% of earnings;
- (d) Over ten years as of June 30th – 8% of earnings;
- (e) Over fifteen years as of June 30th – 10% of earnings;
- (f) Over twenty years as of June 30th – 12% of earnings.

8.02

- (a) The Company will provide an employee with a separate vacation pay cheque prior to the actual vacation of the employee, provided sufficient notice of a request for such a cheque is made to Payroll.
- (b) The Company will pay all outstanding earned vacation pay to par-time employees in the first full pay period of July each year.

8.03 Employees will take a minimum of two (2) weeks vacation time off work after completion of one or more years of continuous service prior to July 1st of the year in which the vacation is to be taken. Employees may elect to take time off in addition to the two-week minimum, up to their equivalent percentage entitlement, as per 11.01 full-time.

8.04 Vacations shall be taken in the year in which they are due, and may not be accumulated unless mutually agreed upon.

8.05 A vacation request form will be circulated between March 1 and May 7, and all employees who are entitled to request vacations shall indicate on the form within three (3) weeks, the dates on which they wish to have vacation. It is understood that from March 1st, to April 30th, full-time employees shall have preference of vacation dates over part-time employees, provided such dates were requested during the posting period. The choice of vacation dates will be according to seniority, providing that it does not result in a schedule which interferes with the operation of the business. However, after May 7th, any further scheduling shall be on a first-come first-served basis. No vacation time will be scheduled by the Company during the period from December 1st to December 31st.

## **ARTICLE 9 – JURY DUTY**

As per Article 13 of the Full-time Agreement

## **ARTICLE 10 – NO STRIKE – NO LOCKOUT**

As per Article 14 of the Full-time Agreement

### **ARTICLE 11 – SENIORITY**

11.01

- (a) Seniority shall be defined as length of continuous employment with the Company in the bargaining unit. Seniority shall be effective only after an employee has completed her probationary period, and shall be computed from the date of her first employment.
- (b) The probationary period for part-time employees will be forty-five (45) worked days or ninety (90) calendar days, whichever occurs first.

11.02 Seniority rights shall be terminated and an employee shall be deemed to have quit if he or she:

- (a) is duly discharged by the Company;
- (b) voluntarily quits or resigns or retires;
- (c) has been laid off or promoted out of the bargaining unit continuously for a period of more than twelve (12) months. Upon return from layoff an employee will be provided a 14 day familiarization period to the responsibilities of their position;
- (d) is called back to work by registered mail to her last known address after a layoff and does not return within ten (10) days of the date on which the registered letter of call back was mailed by the Company. The employee is responsible for advising the Human Resources Department, in writing, of any change in her address;
- (e) fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.
- (f) is absent without leave for three (3) consecutive shifts and fails to advise the Company without a legitimate reason.

### 11.03

- (a) Part-time employees who are desirous of becoming full-time employees shall inform the Human Resources Department using the proscribed form. Confirmation of receipt will be returned to the employee. Where there is more than one part-time employee desirous of becoming a full-time employee, the Company will take into account seniority, skill, ability, and qualifications. Where skill, ability, and qualification are relatively equal, the Company will give priority to the most senior part-time employee.

Part-time employees who are desirous of increasing their hours of work shall inform their Regional Director in writing. Where there is more than one part-time employee desirous of increasing their hours, the Company will take into account seniority, skill, ability, and qualifications. Where skill, ability, and qualification are relatively equal, the Company will give priority to the most senior part-time employee.

- (b) Every month the Company will publish for display on each Store Bulletin Board, a list of promotions and new positions filled within the Region during the previous month. This list shall indicate the successful employee's name, classification and seniority, and the Store location where the position was filled.

### 11.04

- (a) For the purpose of calculating full-time seniority, part-time employees hired prior to January 1, 1979, shall be credited with all their calendar years of part-time service prior to January 1, 1979, should they be transferred to a full-time classification subsequent to that date. They shall also be credited, as will part-time employees hired after January 1, 1979, with one-half (%) of their calendar years of part-time service subsequent to January 1, 1979, provided, however, that the maximum credit in all cases shall be fifteen (15) years.

- (b) In the event of a full-time employee's status is changed to part-time, the employee will be granted her length of continuous service with the company as a new part-time seniority date.

**11.05 (i) Scheduling**

Employees selecting 24 hours per week will work them over 5 days unless mutually agreed.

Part-time employees with more than six (6) months seniority at the time of selection shall be entitled on February 28th and August 31st of each year, to select their number of regular hours per week, in the Store concerned, up to a maximum of twenty-four (24) hours per week, and shall work such hours if all of the following conditions are fulfilled:

- (a) that the number of regular hours selected are available in the employee's classification pursuant to the requirements of the Store as determined by the Store Manager. Should the number of hours selected by the employees not be available, the right to claim the number of hours selected shall be on the basis of seniority;
- (b) that the employee has the ability and willingness to perform the work required;
- (c) that the employee has, prior to February 28th and August 31st of each year, completed the form provided by the Company, selecting the number of regular hours per week he/she wishes to work. (Such selection of the number of regular hours per week shall be fixed for the entire six (6) months in question.)
- (d) that once an employee has selected his/her number of regular hours per week, in writing, the employee shall have no right to claim additional hours in excess of the number of hours he/she has selected.

- (e) the Employer shall endeavour not to schedule employees on a regular basis in excess of the number of hours selected.
- (f) where it will not interfere with the efficient operation of the store, senior employees will be able to choose available day shifts and eight hour shifts when available over junior employees.

11.05 (ii) **Subsequent Assignment**

- (a) Preference for hours of work which require assignment subsequent to scheduling, shall be offered to senior part-time employees within the store concerned so far as such offer is consistent with their ability, availability, and willingness to perform the work required.
- (b) If no employee accepts the offer, the junior employee contacted with the ability to perform the work required must perform the work.

11.06 A par-time employee will be placed on the permanent full-time staff where her normal work weeks exceeds thirty-one (31) hours per week for a period in excess of ten (10) consecutive weeks except if relieving for sickness, vacations, holidays, or leaves of absence.

11.07 Two (2) or more employees shall not be scheduled in such a manner so as to displace or prevent the hiring of regular full-time employees.

11.08 As between regular part-timers, seniority shall be the governing factor with respect to the assignment of vacations, layoffs, and recall after layoff providing the par-time employee has the ability and willingness to perform the work as **required**.

11.09 The Company agrees to supply the Local Union Office with seniority lists by Store, Region, and bargaining unit in October of each year.

11.10 **Lay-offs and Recall**

As per Article 15.08 of the Full-time Agreement

**ARTICLE 12 –  
DISCHARGE OF EMPLOYEES  
SUBJECT TO ARBITRATION**

As per Article 16 of the Full-time Agreement

**ARTICLE 13 –  
NOTICE REQUIRED FOR PAY IN LIEU OF NOTICE  
IN CASES OF DISMISSAL**

As per Article 17 of the Full-time Agreement

**ARTICLE 14 – BUSINESS AGENTS VISITS**

As per Article 18 of the Full-time Agreement

**ARTICLE 15 –  
COMPLAINTS AND GRIEVANCE PROCEDURE**

As per Article 19 of the Full-time Agreement

**ARTICLE 16 – CASH SHORTAGES**

As per Article 20 of the Full-time Agreement

**ARTICLE 17 – DENTAL PLAN**

As per Article 25.02 of the Full-time Agreement

**ARTICLE 18 – WAGES**

- (a) As per Article 9.01, 9.02, 9.03, 9.04 and Appendix “B” of the Full-time Agreement. The minimum hourly rate of wages for all Part-time employees hired **after** the date of Ratification, February 6, 2005, shall be as per Appendix “C” of this Agreement.
- (b) **All** other appendixes attached hereto **will** form part of this Agreement.



## **ARTICLE 19 – MATERNITY LEAVE**

As per Article 12 of the Full-time Agreement

## **ARTICLE 20 – BEREAVEMENT LEAVE**

20.01 Part-time employees shall be granted leave of absence, without loss of pay, for scheduled hours for consecutive days of bereavement leave as follows:

- (a) five (5) days – husband, wife, children, parents, brother, sister, parents-in-law, grandparents, grandchildren; step-parents, step-children, common-law spouse as defined by law.
- (b) three (3) days – brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (c) one (1) day – grandparents-in-law, aunt, uncle, niece, nephew

## **ARTICLE 21 – SICK LEAVE**

21.01 All Part-time employees hired after June 12, 1994, who have regularly worked for the Company for at least one (1) continuous year, shall be entitled to receive a sick pay allowance from normally scheduled work on account of sickness, subject the following rules:

- (a) Employees who, after June 12, 1994, 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, up to a maximum of fifty (50) hours of sick pay allowance. The same system of credit shall be applied in each subsequent year of continuous employment.
- (b) Subject to rule (a) above, after June 12, 1994, when a part-time employee commences her second year of continuous employment and subsequently upon the

commencement of each year of continuous employment thereafter, she shall be credited with one (1) hour of sick pay allowance (to be paid at 90 per-cent of their regular hourly rate) for every twenty-five (25) hours actually worked by the employee during the previous twelve (12) months, up to a maximum of fifty (50) hours of sick pay allowance per year. Sick leave credits will be paid at 90 per-cent of the employee's part-time hourly rate.

- (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 Manger (or her designate), within three (3) hours after the time at which the employee should have reported for duty. Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.
- (e) Sick leave shall be cumulative from year to year, to a maximum of one hundred and twenty (120) hours of sick leave allowance.
- (f) The Company reserves the right to require sickness to be proved by satisfactory evidence and any costs incurred in providing such evidence satisfactory to the Company, based on the Company's request, shall be borne by the employer upon presentation ~~of~~ a paid receipt by the employee.
- (g) Sick leave and allowances are approved and provided for sickness only, and if it is proven that an employee has abused her sick leave privilege, such employee shall be discharged.

- (h) This Article shall be subject to revision if **and** when the Unemployment Insurance Act is revised to include sick pay privileges for employees of **the** Company.
- (i) In the event that a full-time employee is transferred into a part-time position, her date of commencement of employment shall remain the same. Full-time employees who transfer to part-time status will retain any accumulated sick leave credits

21.02 All employees hired prior to June 13, 1994 **who** have regularly worked for the Company for at least one (**1**) continuous year, shall be entitled to receive a sick pay allowance from normally scheduled work on account of sickness, subject the following rules:

- (a) Employees who, on April 1, 1979, have regularly worked for the Company for more than one continuous year, shall be credited with one (1) hour of sick pay allowance, at 100 per-cent of their normal hourly rate, for every twenty-five (25) hours actually worked by the employee during the preceding twelve (12) months, up to a maximum of fifty (50) hours of sick pay allowance.
- (b) Subject to rule (a) above, after April 1, 1979 and before December 31, 1994, when a part-time employee commenced her second year of continuous employment and subsequently upon the commencement of each year of continuous employment thereafter, she shall be credited with one (1) hour of sick pay allowance at 100 per-cent of her regular hourly rate for every twenty-five (25) hours actually worked by the employee during the previous twelve (12) months, up to a maximum of **fifty** (50) hours of sick pay allowance per year.
- (c) The sick pay allowance shall commence on the first day of illness, provided the illness is reported as re-

quested in (d) below, and shall cover only those hours for which the part-time employee would normally have been scheduled to work.

- (d) Prior to January 1, 1995 sick leave will accumulate and be paid at 100 per-cent of their normal hourly rate and after January 1, 1995 sick leave will accumulate and be paid at 90 percent of their normal hourly rate for use in subsequent years. Sick leave credits accumulated at 100 percent will be exhausted prior to the application of sick leave at 90 percent.
- (e) All cases of sickness to qualify for allowance must be reported by the employee to the store Manger (or her designate), within three (3) hours after the time at which the employee should have reported for duty. Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.
- (f) Sick leave shall be cumulative from year to year, to a maximum of one hundred and twenty (120) hours of sick leave allowance.
- (g) The Company reserves the right to require sickness to be proved by satisfactory evidence and any costs incurred in providing such evidence satisfactory to the Company, based on the Company's request, shall be borne by the employer upon presentation of a paid receipt by the employee.
- (h) Sick leave and allowances are approved and provided for sickness only, and if it is proven that an employee has abused her sick leave privilege, such employee shall be discharged.
- (i) This Article shall be subject to revision if and when the Unemployment Insurance Act is revised to include sick pay privileges for employees of the Company.

- (j) In the event that a full-time employee is transferred into a part-time position, her date of commencement of employment shall remain the same. If the transferred employee has regularly worked for the Company for more than one (1) continuous year, her part-time sickness allowance of the time prior to the commencement of her next year of continuous employment shall be one-half (%) of her outstanding annual full-time sick pay allowance for the year in which the transfer occurred.

### **ARTICLE 22 – EMPLOYEE PRIVILEGES**

As per Article 30.01 of the Full-time Agreement

### **ARTICLE 23 – WORK CLOSEST TO HOME**

As per Article 15.06 of the Full-time Agreement

### **ARTICLE 24 – TRAVEL TIME**

As per Article 10 of the Full-time Agreement

### **ARTICLE 25 – LEAVE OF ABSENCE WITHOUT PAY**

25.01 A part-time employee shall be entitled to request, in writing, one special two (2) week 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 Human Resources Department. A request for a longer period will not be unreasonably denied. If an employee's request for leave is denied, the Company will notify the employee, in writing, concerning the reasons for such denial.

### **ARTICLE 26 – CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN**

As per Article 26 of the Full-time Agreement

## **ARTICLE 27 – HEALTH AND WELFARE**

### **27.01 Optical Plan**

- (a) The Company agrees for each part-time employee effective first of the month upon completion of 2 years of continuous service, to cover a maximum of two hundred and fifty dollars (\$250.00) every two (2) years for new or changed prescriptions for the employee only.
- (b) Effective date of Ratification, February 6, 2005, the cost of eye examinations on the basis of one exam in each 24-month period will be covered by the Plan.

### **27.02 Drug Plan**

All part-time employees who have completed their probationary period, will be provided with a drug plan at a rate of the cost of the drug. Spouses and dependent children of part-time employees who have completed the probationary period may purchase their drugs at cost in accordance with Letter of Agreement #8.

## **ARTICLE 28 – FATIGUE MATS**

As per Article 29 of the Full-time Agreement

## **ARTICLE 29 – COMPANY MEETINGS**

As per Article 27.01 of the Full-time Agreement

## **ARTICLE 30 – DISCIPLINARY INTERVIEWS**

As per Article 31 of the Full-time Agreement

## **ARTICLE 31 – EXPIRATION AND RENEWAL**

As per Article 33 of the Full-time Agreement

**APPENDIX B-1**  
**Pharma Plus Drugmarts Ltd.**  
**Full Time Wage Grid**  
**Year 1 – January 5, 2005**  
**All Job Classifications**

<b>Job Classifications</b>	<b>Start</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50	14.10
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75	13.48
Cosmetician	8.20	8.40	8.80	9.00	9.30	9.80	10.70	11.50	13.32
Merchandise Clerk	8.00	8.30	8.50	8.80	9.10	9.40	10.00	10.80	13.16
Postal Clerk	8.00	8.15	8.30	8.60	8.90	9.10	9.75	10.30	12.73
Sales Clerk/Driver	8.00	8.15	8.30	8.60	8.90	9.00	9.70	10.25	12.60

The new grid is retroactive to January 5, 2005

**APPENDIX B-1 (continued)**  
**Pharma Plus Drugmarts Ltd.**  
**Full Time Wage Grid**  
**Year 1 – July 3, 2005**  
**All Job Classifications**

<b>Job Classifications</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75
Cosmetician	8.20	8.40	8.80	9.00	9.30	9.80	10.70	11.50
Merchandise Clerk	8.00	8.30	8.50	8.80	9.10	9.40	10.00	10.80
Postal Clerk	8.00	8.15	8.30	8.60	8.90	9.10	9.75	10.30
Sales Clerk/Driver	8.00	8.15	8.30	8.60	8.90	9.00	9.70	10.25

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

The new grid is retroactive to July 3, 2005



**APPENDIX B-2**  
**Pharma Plus Drugmarts Ltd.**  
**Full Time Wage Grid**  
**Year 2 – January 5, 2006**  
**All Job Classifications**

<b>Job Classifications</b>	<b>Start</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50	14.80
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75	14.02
Cosmetician	8.20	8.40	8.80	9.00	9.30	9.80	10.70	11.50	13.62
Merchandise Clerk	8.00	8.30	8.50	8.80	9.10	9.40	10.00	10.80	13.46
Postal Clerk	8.00	8.15	8.30	8.60	8.90	9.10	9.75	10.30	13.03
Sales Clerk/Driver	8.00	8.15	8.30	8.60	8.90	9.00	9.70	10.25	12.90

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

This Grid is effective January 5, 2006

**APPENDIX B-3**

**Pharma Plus Drugmarts Ltd.**

**Full Time Wage Grid**

**Year 3 - January 5, 2007**

**All Job Classifications**

<b>Job Classifications</b>	<b>Start</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50	15.75
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75	14.42
Cosmetician	8.20	8.40	8.80	9.00	9.30	9.80	10.70	11.50	13.92
Merchandise Clerk	8.00	8.30	8.50	8.80	9.10	9.40	10.00	10.80	13.76
Postal Clerk	8.00	8.15	8.30	8.60	8.90	9.10	9.75	10.30	13.33
Sales Clerk/Driver	8.00	8.15	8.30	8.60	8.90	9.00	9.70	10.25	13.20

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

This Grid is effective January 5, 2007

**APPENDIX C-1**  
**Pharma Plus Drugmarts Ltd.**  
**Part Time Wage Grid**  
**Year 1 – January 5, 2005**  
**All Job Classifications**  
**Pertains to Employees Hired after date of Ratification**

<b>Job Classifications</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75
Cosmetician	8.00	8.40	8.80	9.00	9.30	9.80	10.20	10.70
Merch Clerk	7.00	7.00	8.00	8.00	9.00	9.00	9.00	10.00
Postal Clerk	7.45	7.65	7.85	8.05	8.15	8.50	8.70	9.75
Sales Clerk/Driver	7.45	7.65	7.85	8.05	8.15	8.50	8.70	9.75

The new grid is retroactive to January 5, 2005

**APPENDIX C-1 (continued)**

**Pharma Plus Drugmarts Ltd.  
Part Time Wage Grid – Year 1 – July 3, 2005  
All Job Classifications**

**Pertains to Employees Hired after date of Ratification**

Job Classifications	Start	12.14		12.15		12.16		12.17		12.18	
		Months	Months	Months	Months	Months	Months	Months	Months	Months	Months
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50	14.50		
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75	13.75		
Cosmetician	8.00	8.40	8.80	9.00	9.30	9.80	10.20	10.70	12.00		
Merchandise Clerk	7.70	7.90	8.20	8.45	8.70	9.00	9.40	10.40	11.25		
Postal Clerk	7.45	7.65	7.85	8.05	8.15	8.50	8.70	9.75	10.50		
Sales Clerk/Driver	7.45	7.65	7.85	8.05	8.15	8.50	8.70	9.75	10.50		

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

The new grid is retroactive to July 3, 2005

## APPENDIX C-2

**Pharma Plus Drugmarts Ltd.**

**Part Time Wage Grid**

**Year 2 – January 5, 2006**

**All Job Classifications**

**Pertains to Employees Hired after date of Ratification**

<b>Job Classifications</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	14.80
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	14.02
Cosmetician	8.00	8.40	8.80	9.00	9.30	9.80	10.20	12.30
Merchandise Clerk	8.00	8.40	8.70	8.80	9.00	9.20	9.40	11.55
Postal Clerk	7.75	7.95	8.15	8.25	8.35	8.50	8.60	10.80
Sales Clerk/Driver	7.75	7.95	8.15	8.25	8.35	8.50	8.60	10.80

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

The new grid is retroactive to January 5, 2006

**APPENDIX C-3**

**Pharma Plus Drugmarts Ltd.  
Part Time Wage Grid  
Year 3 – January 5, 2007  
All Job Classifications**

**Pertains to Employees Hired after date of Ratification**

<b>Job Classifications</b>	<b>Six Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>	<b>42 Months</b>	<b>48 Months</b>
Certified Pharmacy Technician	10.00	10.25	10.50	10.75	11.00	11.50	12.00	13.50
Pharmacy Technician	9.00	9.20	9.40	9.80	10.30	10.80	11.30	12.75
Cosmetician	8.00	8.40	8.80	9.00	9.30	9.80	10.20	10.70
Merchandise Clerk	8.00	8.40	8.70	8.80	9.00	9.20	9.40	10.40
Postal Clerk	8.00	8.10	8.30	8.50	8.70	8.80	8.90	9.85
Sales Clerk/Driver	8.00	8.10	8.30	8.50	8.70	8.80	8.90	9.85

For the purpose of the Collective Agreement (except this wage appendix) Pharmacy Technician and Certified Pharmacy Technician shall be deemed to be the same classification.

The new grid is retroactive to January 5, 2007

**APPENDIX "D-1"**

**LETTER OF AGREEMENT #1**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: CANADIAN COMMERCIAL WORKERS  
INDUSTRY PENSION PLAN**

**WHEREAS** it is provided in paragraph 1.B of Appendix "B" to the Collective Agreement executed between the parties on June 12, 1990, past service contributions shall be made by the Company at the rate of eleven (11) cents per hour and;

**WHEREAS** it is provided in Article 26, Section 26.01 the contribution levels to be made by the Company on behalf of the employees to the Canadian Commercial Workers Industry Pension Plan, such contributions include the eleven (11) cents per hour past service contributions, and;

**WHEREAS** the past service liability is discharged, such contributions to discharge the past service debt have been discontinued, current service contributions shall continue at the rate of fifty-one (51) cents per hour for the term of the Collective Agreement executed on January 5, 1997.

In the event members are found to have a deficiency in their past service credit which requires additional past service contributions to provide them with such past service credit as they are entitled to, the Company shall make such contributions at the rate of eleven (11) cents per hour in the event the amount is substantial or may make a lump sum payment

for an amount not considered substantial until the deficiency is paid in full to the fund.

In either case once such liability is discharged, past service contributions shall cease.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
Harry Sutton

**For the Company**  
Peter Davidson



**APPENDIX "D-2"**

**LETTER OF AGREEMENT #2**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.  
(FORMERLY KENT DRUG STORES)**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

Whereas the Company and the Union agree that on or about June 30, 1995 all employees of the former Kent **Drugs** having merged with Pharma Plus Drugmarts Ltd. shall become members of the Canadian Commercial Workers' Pension Plan ("Pension Plan") effective from that date.

Effective January 5, 1997 the Company shall contribute **fifty-one (51)** cents per hour to the Pension Plan for all non-overtime, vacation, holiday, and sick pay hours paid in accordance with the Collective Agreement, for all full-time and part-time employees in the bargaining unit, to a maximum of forty (40) hours per week per employee.

An employee who is enrolled and an active member of the Oshawa Group Retirement Income Plan ("O.G.R.") at the time of membership to the "Pension Plan" shall cease ongoing participation in the "O.G.R." and have vesting as provided in the "O.G.R." for past service.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
Harry Sutton

**For the Company**  
Peter Davidson

**APPENDIX "D-3"**

**LETTER OF AGREEMENT #3**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: Drug Warehouse Retail Stores**

**PURPOSE**

1. The general purpose of the Appendix is to establish and maintain the collective bargaining relations between the Company and the Union at the Company's Drug Warehouse Retail stores in the bargaining unit. The Company recognizes the Union as the sole collective bargaining agency for all employees at its Drug Warehouse Retail stores in Ontario, except the stores in the Regional Municipality of Ottawa-Carleton, save and except Assistant Store Managers, persons above the rank of Assistant Store Manager, Graduate and Undergraduate Pharmacists, including Pharmacy Interns and Apprentice Pharmacist, bookkeepers and Office Staff. It is understood that this Appendix forms part of the Collective Agreement.
2. In the event the company desires to open Drug Warehouse Retail Stores, the terms and conditions will be discussed and agreed to prior to the opening.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
Harry Sutton

**For the Company**  
Peter Davidson

## APPENDIX "D-4"

### LETTER OF AGREEMENT #4

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA – LOCAL 175**

**Re: COSMETIC COMMISSION PAYMENT**

#### **OBJECTIVE:**

To define how cosmetic commissions are calculated, who receive them and how and when they are paid.

#### **SCOPE.**

Applies to **all** staff 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 this collective agreement. Effective January 1/93 – commissions **will** be paid on a pro-rata basis for relief time worked to individuals who are qualified as cosmetician who are relieving **for** leave of absence and periods of illness for more than one week.

Applies to all cosmetic products having the cosmetic coloured ticket.

#### **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 Daily Weekly Store Cash Summary and is the same information that shows for "cosmetic sales" on the Store Performance Report.

Commission amount due will be calculated by the 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 with the regular pay, 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 exclude sick leave and leave of absence.

### **COMMISSION PAYMENT**

#### **One Cosmetician/Store**

The total scheduled hours for the accounting period are totaled. If the cosmetician worked 100% of the scheduled hours she will receive 100% of the commission. If 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%  
\$2,360.52 97% ... \$2,289.70 (Commission paid)

#### **Two or more Cosmetician/Store**

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

Example:

	Start Date as Cosm.	Hours Wrkd	Years of Service	Bonus Wks in Quarter	Hours & Total Bonus Comm.	Total Commission Hours Paid
A)	01/01/96	320 +	(5 x 2 x 12) =	440 x	\$2,500 % 760 =	\$1,447.37
B)	01/01/94	152 +	(7 x 2 x 12) =	320 x	\$2,500 % 760 =	\$1,052.63

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**

Harry Sutton

**For the Company**

Peter Davidson

## APPENDIX "D-5"

### LETTER OF AGREEMENT #5

**Between:**

**PHARMA PLUS DRUGMARTSLTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re:**

In order to facilitate the growth of the Company, the Union and Company agree to the following protocol in the event of new store openings and acquisitions:

- 1. "Green field" sites  
(new physical locations with no acquisition)**  
Full-time positions will be filled first by employees on layoff, then on file as per article 15.02 full-time and 11.03 part-time. Thereafter unfilled full-time positions will be posted throughout the bargaining unit.
- 2. Acquisitions rolled into a new Pharma Plus store.**  
For acquisitions rolled into a new Pharma Plus store, qualified employees on file are entitled to full-time positions to match the number of full-time complements transferring-in from the new acquisition. However, it is understood that the full-time positions being offered to the employees on file may not always be in the same location or classification, but will be in the geographic area.
- 3. Acquisition**  
For acquisitions not rolling into an existing Pharma Plus store, future positions will be filled pursuant to article 15.02 full-time and 11.03 part-time.

**4. Acquisition Wages & Benefits**

Employees hired through acquisitions will be placed on the wage grid based on their recognized previous service with their former employer. They will also be given credit for vacation entitlement only based on their prior service.

**5. Acquisition Seniority and Service Dates**

Employees hired through Acquisitions will receive their original date of hire with their former employer as their service date and such date shall be used in item #4 above.

Seniority dates shall be based on the date the employee entered the bargaining unit. In the event that more than one (1) employee has the same seniority date, then the employee with the longer service date will be deemed to have the higher seniority date.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**

Harry Sutton

**For the Company**

Peter Davidson

**APPENDIX "D-6"**

**LETTER OF AGREEMENT #6**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: Technological Change**

The Employer agrees that in the event of the introduction of new technology which may result in the loss of hours, or layoff of employees that the Union and the Company shall meet prior to such introduction in an effort to minimize such impact on affected employees.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
Harry Sutton

**For the Company**  
Peter Davidson

**APPENDIX “D-7”**

**LETTER OF AGREEMENT #7**

**Between:**

**PHARMA PLUS DRUGMARTSLTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS’  
CANADA  
LOCAL 175**

**Re: Staff Training**

The Company recognizes the need *to* provide training on an ongoing basis. The Company agrees to offer training to employees on a regular basis as deemed required by the regional director, in keeping with the needs of the region, and at no cost to the employee. Such training will include the Cosmetician course, the Merchandise Clerk course and Pharmacy Technician course. The Company agrees that this letter will not be unreasonably applied.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
**Harry Sutton**

**For the Company**  
**Peter Davidson**



**APPENDIX "D-8"**

**LETTER OF AGREEMENT #8**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: Part-time Drug Benefit**

The cost to Part-time employees for drugs purchased pursuant to article 27.02 will be the same cost as a drug benefit recipient pays. This applies on behalf of purchases for employees and their dependents. No co-pay applies.

Dated **this** 1st day **of** March, 2005 at Mississauga, Ontario

**For the Union**  
~~Harry~~ Sutton

**For the Company**  
Peter Davidson

**APPENDIX “D-9”**

**LETTER OF AGREEMENT #9**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS’  
CANADA  
LOCAL 175**

**Re: UFCW Leukemia Fund**

The Company agrees to make regular payroll deductions subject to receiving a signed authorization form from an employee for Childhood Leukemia. Such deductions shall be forwarded to the UFCW Local 175 Leukemia Fund in **May** and December of each calendar year.

Dated this **1st** day of March, 2005 at Mississauga, Ontario

**For the Union**  
Harry Sutton

**For the Company**  
Peter Davidson

**APPENDIX "D-10"**

**LETTER OF AGREEMENT #10**

**Between:**

**PHARMA PLUS DRUGMARTSLTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: Rotation of Sales Clerks from Cashiering Duties**

The Company shall endeavour to rotate cashiers off cash duties upon the individual request where business permits.

Dated this 1st day of March, 2005 at Mississauga, Ontario

**For the Union**  
**Harry Sutton**

**For the Company**  
**Peter Davidson**

**APPENDIX "D-11"**

**LETTER OF AGREEMENT #11**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

**UNITED FOOD & COMMERCIAL WORKERS'  
CANADA  
LOCAL 175**

**Re: Liability Insurance**

The Company agrees to provide all insurance to cover employees for any **work** related liability which shall provide full indemnity to employees in the event of a patient/customer claim.

Dated this 1st day of March, 2005 at Mississauga, Ontario

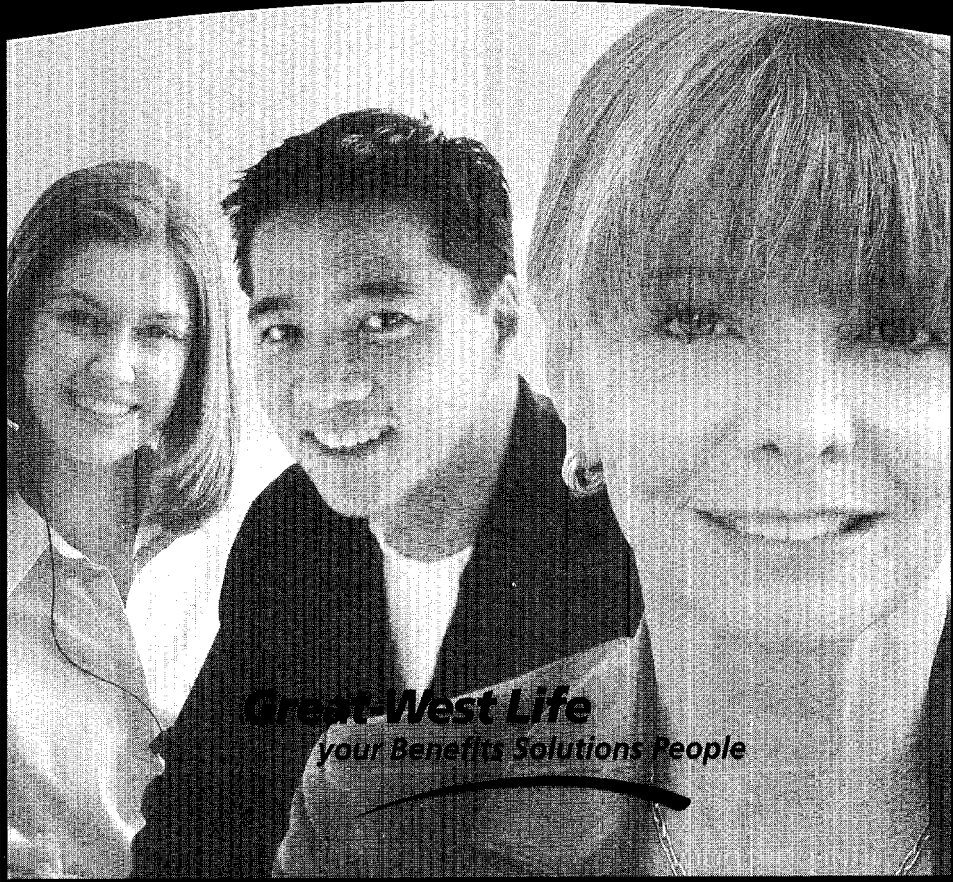
**For the Union**

Harry Sutton

**For the Company**

Peter Davidson

# Group Benefit Plan



**KATZ GROUP CANADA**  
**LTD.**

Local 175 Part-Time Employees

Great-West Life is a leading Canadian life and health insurer. Great-West Life's financial security advisors work with our clients from coast to coast to help them secure their financial future. We provide a wide range of retirement savings and income plans; as well as life, disability and critical illness insurance for individuals and families. As a leading provider of employee benefits in Canada, we offer effective benefit solutions for large and small employee groups.

### **Great-West Life Online**

Information and details on Great-West Life's corporate profile, our products and services, investor information, news releases and contact information can all be found at our website <http://www.gwl.ca>.

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This booklet describes the principal features of the group benefit plan sponsored by your employer, but **Plan Document No. 51972** issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the plan document, the plan document will prevail.

This booklet contains important information and should be kept in a safe place known to you and your family.

**The Plan is administered by**



**Please have your policy and ID # available for Health claims inquiries call 1-800-263-5742.**

300-04-05

## Protecting Your Personal Information

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some or all of the benefits in the plan and we process claims on your employer's behalf. We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

For more information about our privacy guidelines, please ask for Great-West Life's **Privacy Guidelines** brochure.



### **Liability for Benefits**

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Healthcare outlined in this booklet. This means your employer has agreed to fund these benefits and they are, therefore, uninsured. All claims will, however, be processed by Great-West Life.

## TABLE OF CONTENTS

	Page
<b>Benefit Summary</b>	<b>1</b>
<b>Commencement and Termination of Coverage</b>	<b>2</b>
<b>Healthcare</b>	<b>3</b>
<b>Dentalcare</b>	<b>5</b>
<b>Coordination of Benefits</b>	<b>6</b>

# Benefit ary

This summary must be read together with the benefits described in this booklet.

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## Healthcare (for Employees only)

Deductible	Nil
Reimbursement Level	100%
Maximums	
Eye Examinations	1 every 24 months to a maximum of \$50
Glasses, Contact Lenses and Laser Eye Surgery	\$250 every 24 months
Contact Lenses for Special Conditions	\$250 lifetime
<b>Dentalcare</b>	See page 5

## COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in the plan after 24 months of continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- You will be covered as soon as you become eligible.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Part-time employees who work less than 4 hours per week may not join the plan.
- Temporary and seasonal employees may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

## **HEALTHCARE (For Employees Only)**

A deductible may be applied before you are reimbursed. **All** expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. **All** covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Your healthcare coverage terminates when you reach age 65.

### **Covered Expenses**

- Eye examinations, including refractions, when they are performed by a licensed ophthalmologist or optometrist
- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician
- Laser eye surgery required to correct vision when performed by a licensed ophthalmologist
- Contact Lenses required to improve vision to at least the 20/40 level but cannot be improved to that level by spectacle lenses

### **Limitations**

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services or supplies you are entitled to without charge by law or for which a charge is made only because you have coverage

- The portion of the expense for services or supplies that is payable by the government health plan in your home province, whether or not you are actually covered under the government health plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
  - treatment performed only for cosmetic purposes
  - recreation or sports rather than with other daily living activities
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada
- Services or supplies received outside your province of residence
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Visioncare services and supplies required by an employer as a condition of employment

#### **How to Make a Claim**

- Obtain form M635D from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to the Great-West Life Benefit Payment Office as soon as possible, but no later than 15 months after you incur the expense.

## DENTALCARE

### Dentalcare Claims

- For more information, please contact:

UFCW Trusteed Dental Plan  
61 International Blvd., Suite 110  
Rexdale, Ontario  
M9W 6K4  
Toll Free: 1-800-461-4361

### COORDINATION OF BENEFITS

- Benefits will be directly reduced by any amount payable under a government plan. If you are entitled to benefits for the same expenses under another group plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You may submit a claim to the plan of your spouse for any amount which is not paid by this plan.



# Group Benefit Plan



**Great-West Life**  
*your Benefits Solutions People*

**KATZ GROUP**  
**RECEIVED**  
**CANADA LTD.**  
JUL 19 2005

Local 175 Full-Time Employees

Great-West Life is a leading Canadian life and health insurer. Great-West Life's financial security advisors work with our clients from coast to coast to help them secure their financial future. We provide a wide range of retirement savings and income plans; as well as life, disability and critical illness insurance for individuals and families. **As** a leading provider of employee benefits in Canada, we offer effective benefit solutions for large and small employee groups.

### **Great-West Life Online**

Information and details on Great-West Life's corporate profile, our products and services, investor information, news releases and contact information can all be found at our website **<http://www.gwl.ca>**.

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This booklet describes the principal features of the group benefit plan sponsored by your employer, but **Group Policy No. 155685 and Plan Document No. 51972** issued by Great-West Life and **Group Policy No. BSC 9016556** issued to your employer by American Home Assurance Company are the governing documents. If there are variations between the information in the booklet and the provisions of the policies and plan document, the policies and plan document will prevail.

This booklet contains important information and should be kept in a safe place known to you and your family.

**The Plan is administered by**



and

American Home Assurance Company

**Please have your policy and ID # available for Health claims inquiries call 1-800-263-5742.**

1,000-02-04

## Protecting Your Personal Information

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some or all of the benefits in the plan and we process claims on your employer's behalf. We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

For more information about our privacy guidelines, please ask for Great-West Life's **Privacy Guidelines** brochure.

### **Liability for Benefits**

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Healthcare outlined in this booklet. This means your employer has agreed to fund these benefits and they are, therefore, uninsured. All claims will, however, be processed by Great-West Life.

## TABLE OF CONTENTS

	<b>Page</b>
Benefit Summary	1
Commencement and Termination of Coverage	4
Dependent Coverage	5
Employee <b>Life</b> Insurance	6
Basic Accidental Death and Dismemberment Insurance	7
Long Term Disability(LTD) Income Benefits	15
Healthcare	19
Preferred Vision Services (PVS)	32
Dentalcare	33
Coordination of Benefits	33

# Benefit Summary

This summary must be read together with the benefits described in this booklet.

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Employee Life Insurance	\$25,000
<b>Basic Accidental Death and Dismemberment Insurance (Underwritten by American Home Assurance Company)</b>	See benefit description
<b>Long Term Disability Income Benefits</b>	
Waiting Period	105 days
Amount	66.7% of your monthly earnings to a maximum benefit of \$2,000

## Healthcare

### Deductibles

In-Canada Prescription Drug Expenses	\$ .50 per prescription
All Other Expenses	Nil

### Reimbursement Levels

In-Canada Hospital, Out-of-Province Care, In-Canada Prescription Drugs, Global Medical Assistance and Visioncare Expenses	100%
All Other Expenses	75%

## Basic Expense Maximums

Hospital Convalescent Hospital	Semi-private room \$20 per day to a maximum of 120 days per condition
Home Nursing Care	\$10,000 each calendar year
In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$500 lifetime
Custom-fitted Orthopedic Shoes *	One pair each calendar year
Custom-made Foot Orthotics	\$300 every 2 calendar years
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose wigs for Cancer Patients or Suffering from Alopecia Totalis	4 pairs each calendar year \$250 lifetime

\* Must be prescribed by a Doctor, Chiropractor or Podiatrist, reasonable and customary charges will be applied. We recommend that you send in a treatment plan before purchasing.

## Paramedical Expense Maximums

Chiropractors **	\$500 each calendar year
Physiotherapists	Unlimited
Podiatrists **	\$500 each calendar year
Naturopaths	\$500 each calendar year
Osteopaths	\$500 each calendar year
Psychologists/Social Workers	\$1,000 each calendar year
Speech Therapists	\$1,000 each calendar year
Massage Therapists	\$500 each calendar year
Acupuncturists	\$500 each calendar year



**\*\*** No benefits are paid for chiropractic or podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid.

Visioncare Expense Maximums

Glasses, Contact Lenses and Laser Eye Surgery	\$250 every 24 months
Contact Lenses for Special Conditions	\$250 lifetime

Out-of-Province Care Maximums

- Non-Emergency Expenses	\$10,000 lifetime
- Emergency Expenses	\$10,000 each calendar year

Lifetime Healthcare Maximum	Unlimited
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<b>Dentalcare</b>	See page 33
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## **COMMENCEMENT AND TERMINATION OF COVERAGE**

You are eligible to participate in the plan after 3 months of continuous employment. You are considered continuously employed only if you satisfy the actively **at** work requirement throughout the eligibility waiting period.

- You and your dependent will be covered as soon as you become eligible.
- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Temporary, part-time and seasonal employees may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, or the plan terminates, whichever is earliest.

- Your dependents' coverage terminates when your coverage terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

### **Survivor Benefits**

If you die while your coverage is still in force, the health benefits for your dependents will be continued for a period of 2 years or until they no longer qualify, whichever happens first.

## DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.

A common-law spouse is a person who has been living with you in a conjugal relationship for at least 12 months.

- Your unmarried children under age 22, or under age 25 if they are full-time students.

Children under age 22 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 22, or while they are students under 25, and the disorder has been continuous since that time.

## EMPLOYEE LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 80.
- You are entitled to waiver of premium benefits after you have been continuously disabled for 105 days. You will be considered disabled during the period you are entitled to receive Long Term Disability benefits.
- If any or all of your insurance terminates before age 71, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.

## BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

(Underwritten by American Home Assurance Company)

Policy No: BSC 9016556

The Basic Accidental Death and Dismemberment plan covers you 24 hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within 365 days of the date of the accident, the benefits indicated below will be paid.

### Who Is Covered?

Class I: All active full-time Employees of the Policyholder under the age of 70 of the Policyholder who are insured under the Policyholder's current Group Life Insurance Policy.

### Amount Of Coverage

Class I: Benefit equal to the amount payable under the Policyholder's Group Life Insurance Program to a maximum of \$500,000.00.

### Schedule Of Losses

Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and the Entire Sight of One Eye	Principal Sum
Loss of One Foot and the Entire Sight of One Eye	Principal Sum
Loss of One Arm	3/4 Principal Sum
Loss of One Leg	3/4 Principal Sum
Loss of One Hand	2/3 Principal Sum
Loss of One Foot	2/3 Principal Sum
Loss of The Entire Sight of One Eye	2/3 Principal Sum

Loss of Thumb and Index Finger of the Same Hand	1/3 Principal Sum
Loss of Speech and Hearing	Principal Sum
Loss of Speech or Hearing	2/3 Principal Sum
Loss of Hearing in One Ear	1/6 Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	2 X Principal Sum
Paraplegia (total paralysis of both lower limbs)	2 X Principal Sum
Hemiplegia (total paralysis of Upper and lower limbs of one side of the body)	2 X Principal Sum
Loss of Use of Both Arms or Both Hands	Principal Sum
Loss of Use of One Hand or One Foot	2/3 Principal Sum
Loss of Use of One Arm or One Leg	3/4 Principal Sum
Loss of Four Fingers of One Hand	1/3 Principal Sum
Loss of <b>All</b> Toes of One Foot	1/8 Principal Sum

"**Loss**" as above used with reference to quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs; as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; and as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"**Loss**" as above used with reference to speech means complete and irrecoverable **loss** of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable **loss** of hearing in both ears.

"Loss" as used with reference to "Loss of Use" means the total and irrecoverable loss of use provided the **loss** is continuous for 12 consecutive months and such **loss** is determined to be permanent.

All claims submitted under this policy for **Loss of Use** must be verified by agreement between a licenced practicing physician appointed by the Policyholder and a licenced practicing physician appointed by the Company, or in the event that the two physicians so appointed cannot arrive at an agreement, a third licenced practicing physician shall be selected by the first two physicians and the majority decision of the three physicians shall be binding on the Policyholder and the Company. This procedure may be waived by the Company at its sole discretion.

Indemnity provided under this Policy for **all** losses sustained by any one (1) Insured Person as the result of anyone (1) accident will not exceed the Principal Sum, with the exception of quadriplegia, paraplegia and hemiplegia, where indemnity will not exceed Two Times the Principal Sum.

### **Exposure & Disappearance**

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and, as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

### **Beneficiary Designation**

All Benefits payable under this policy for Accidental Death shall be payable to the beneficiary indicated on the current Group Life Policy enrollment card. In the absence of any such designation, benefits shall be payable to the estate of the Insured Person. All other benefits shall be payable to the Insured Person.

## **Additional Benefits**

### **Repatriation**

If accidental death, covered by the plan, occurs more than 200 kilometres away from your permanent place of residence, the plan will reimburse the actual expenses up to \$10,000 which are incurred for the preparation and shipment of the deceased's body to the place of residence.

### **Rehabilitation**

If you suffer an injury listed in the loss schedule, this plan will pay up to \$10,000 for special training, provided such training is required because of the covered injury and in order to qualify you for an occupation in which you would not be engaged except for the accident. **All** such expenses must be incurred within three years from the date of the accident and are limited to the cost of the training and materials needed for such training.

### **Family Transportation**

When injuries covered by the policy result in an Insured Person being confined to a hospital, outside 200 Km from his/her permanent city of residence, within 365 days of the accident and the attending physician recommends the personal attendance of a member of the immediate family, the Company shall pay the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the confined Insured Person's hotel accommodation in the vicinity of the hospital, and transportation to and from the hospital but not to exceed the amount of \$10,000.00. The term "member of the immediate family" means the spouse (or common-law spouse) parents, grandparents, children age 18 and over, brother or sister of the Insured Person.



### **Conversion Privilege**

On the date of termination of employment or during the 31 day period following termination of employment, you may change your insurance to the American Home Assurance Company's individual insurance policy. The individual policy will be effective either as of the date that the application is received by the Insurance Company or on the date that coverage under the policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at that time. Application for an individual policy may be made at any office of the American Home Assurance Company. The amount of insurance benefit converted to shall not exceed that amount issued during employment.

### **Home Alteration And Vehicle Modification**

If an Insured Person receives a payment under the Table of **Losses** herein and was subsequently required (due to the cause for which payment under the Table of Losses was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- A) The one-time cost of alterations to the injured person's residence to make it wheel-chair accessible and habitable; and
- B) The one-time cost of modifications necessary to a motor vehicle, owned by the injured person, to make the vehicle accessible or driveable for the Insured Person.

Benefit payments herein will not be paid unless:

- i) Home alterations are made on behalf of the Insured Person and carried out by an experienced individual in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
- ii) Vehicle modifications are made on behalf of the Insured Person and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items A and B combined will not exceed \$10,000.00.

### **Day Care Benefit**

If indemnity becomes payable under the policy for accidental **loss** of life of an Insured Employee, the Company will pay an amount equal to the lesser of the following amounts:

- 1) The actual cost charged by such day care center per year, or
- 2) 3% of the Insured's Principal Sum, or
- 3) \$5,000.00 per year,

On behalf of any child who was an Insured's dependent at the time of such **loss** and is under age 13 and is currently enrolled or subsequently enrolled in an accredited day care center within 90 days following such **loss**.

The benefit is payable annually for a maximum of four consecutive payments but only if the dependent child continues his or her enrollment in an accredited day care center.

### **Seat Belt**

Benefits under the policy shall be increased by 10% for a covered accident as regards Insured Persons, if the covered person's injury or death results while he/she is a passenger or driver of a private passenger type automobile and his/her seat belt is properly fastened. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

### **Waiver Of Premium**

In the event an Insured Person becomes totally and permanently disabled and his/her waiver of premium claim is accepted and approved under the Policyholder's Long Term Disability Insurance Policy, then the premiums payable under this policy are waived as of the same date the claim is accepted and approved by the Long Term Disability Underwriter until one of the following occurs, whichever is earlier:

- a) The date the Insured Person attains age 65.
- b) The date of the death or recovery of the Insured Person.
- c) The date the Master Policy is terminated.

### **Educational Benefit**

If indemnity becomes payable for the accidental loss of life of an Insured Employee of the Holder, under the policy, the Company shall:

- 1) Pay the lesser of the following amounts to or on behalf of any dependent child who, at the date of accident, was enrolled as a full time student in any institution of higher learning beyond the 12<sup>th</sup> grade level:
  - a) The actual annual tuition, exclusive of room and board, charged by such institution per school year.
  - b) \$5,000.00 per school year.
  - c) 5% of the Insured Employee's Principal Sum.
  - d) Such amount will be payable annually for a maximum of four consecutive annual payments, only if the dependent child continues his education.

**"Dependent Child"** as used herein means any unmarried child under 26 years of age who was dependent upon the Insured Employee for at least 50% of his maintenance and support.

**"Institution of higher learning"** as used herein includes, but is not limited to, any University, Private College, or Trade School.

- 2) Pay to or on behalf of the surviving spouse the actual cost incurred within 30 months from the date of death of the Insured Employee as payment for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed a maximum total payment of \$10,000.00.

#### **Continuation Of Coverage**

In the case of employees of the Policyholder who are (1) laid-off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave coverage shall be extended for a period of twelve (12) months, subject to payment of premium.

If an employee of the Policyholder assumes other occupational duties during the leave or lay-off period, no benefits shall be payable for a **loss** occurring during the performance of this occupation.

#### **Exclusions**

The accident insurance plan does not cover any **loss** resulting from:

- Suicide or self-inflicted injuries;
- Full-time service in the Armed Forces;
- Declared or undeclared war or any act thereof;
- Injuries received during aircraft travel except for the purposes of transportation where the member is travelling as a passenger.

This description is a summary of the principal features of the Plan which is covered by the terms of the insurance contract with the American Home Assurance Company.

## LONG TERM DISABILITY (LTD) INCOME BENEFITS

The plan provides you with regular income to replace income lost because of a lengthy disability due to disease or injury. Benefits begin after the waiting period is over and continue until you are no longer disabled **as defined by the policy** or you reach age 65, whichever comes first. Check the **Benefit Summary** for the benefit amount and waiting period.

- If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 2 weeks and the disabilities arise from the same disease or injury. If your employer provides short term disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended until the end of the short term disability or sick leave benefit period, but not later than one year after your disability started.
- LTD benefits are payable for the first 24 months following the waiting period if disease or injury prevents you from doing your **own** job. You are **not** considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete.
- After 24 months, LTD benefits will continue only if your disability prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and provides you with an income of at least 50% of your indexed monthly earnings before you became disabled.
- After the waiting period, separate periods of disability arising from the same disease or injury are considered to be one period of disability unless they are separated by at least 6 months.
- Because your employer contributes to the cost of LTD coverage, benefits are taxable.
- Your LTD insurance terminates when you reach age 65.

## Other Income

Your LTD benefit is reduced by other income you are entitled to receive while you are disabled. Your benefit is first reduced by:

- disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, except for increases that take effect after the benefit period starts
- benefits under any Workers' Compensation Act or similar law

There is a further reduction of your LTD benefit if the total of the income listed below exceeds 80% of your monthly earnings before you became disabled. If it does, your benefit is reduced by the excess amount.

- your income under this plan
- benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan that are paid directly to you, except for increases that take effect after the benefit period starts
- loss of income benefits available through legislation, except for Employment Insurance benefits, which you and any other member of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- disability benefits under a plan of insurance available through membership in an association
- employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation plan or program (termination pay and severance benefits are included as employment income under this provision)

Earnings received from an approved rehabilitation plan or program are not used to reduce your LTD benefit unless those earnings, together with your income from this plan and the other income listed above, including any increases in Canada or Quebec Pension Plan benefits that take effect after the benefit period starts, would exceed your indexed monthly earnings before you became disabled. If it does, your benefit is reduced by the excess amount.

### **Vocational Rehabilitation Benefits**

Vocational rehabilitation involves a work related activity or training strategy that is designed to help you return to gainful employment and a more productive lifestyle. A plan or program will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

### **Medical Coordination Benefits**

Medical coordination is a process of early involvement to ensure that you are diagnosed quickly and receive appropriate treatment on a timely basis. The goal is to enable you to return to work as early as possible and to prevent the disability from becoming long term or permanent.

### **Limitations**

No benefits are paid for:

- Disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts after you have been continuously insured for 1 year, or you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.

- Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the severity of the condition, you may be required to be under the care of a specialist.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

- The scheduled duration of a lay-off or leave of absence.

This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy.

- Any period after you fail to participate or cooperate in an approved rehabilitation plan or program.
- Any period after you fail to participate or cooperate in a recommended medical coordination program.
- Any 12-month period in which you do not live in Canada for at least 6 months.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection, or voluntary participation in a riot.

### **How to Make a Claim**

Obtain an Employee Claim Submission Guide (form M4307) from your employer and follow the guide's instructions. Return the completed form to your employer as soon as possible, but no later than 6 months after proof of your claim has been requested.



## HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

### Covered Expenses

- Ambulance transportation to the nearest centre where adequate treatment is available
- Semi-private room and board in a hospital in Canada

For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.

The plan also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.

- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care. Semi-private room and board is covered for a maximum of \$20 per day to a maximum of 120 days per condition.
- The government authorized co-payment for accommodation in a nursing home. Residences established primarily for senior citizens or which provide personal rather than medical care are not covered.

- Home nursing services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a *pre-care* assessment before home nursing begins

- Drugs and drug supplies described below when provided in Canada. Benefits for drug expenses outside Canada are payable only as provided under the out-of-country emergency care provision.
  - Drugs which require the written prescription of a physician or dentist, including oral contraceptives
  - Injectable drugs including vitamins, insulins and allergy extracts. Syringes for self-administered injections are also covered
  - Disposable needles for use with non-disposable insulin injection devices, lancets and test strips
  - Extemporaneous preparations or compounds if one of the ingredients is a covered drug
  - Certain other drugs that do not require a prescription by law may be covered when prescribed by your physician or dentist. If you have any questions, contact your plan administrator before incurring the expense.

Unless your doctor has prescribed a drug by its brand name and has specified in writing that the product is not to be interchanged, the plan will cover only the cost of the lowest priced equivalent generic drug.

Certain drugs that would not otherwise qualify for coverage may be covered at your employer's discretion.

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and coinsurance you are required to pay under that plan.

- Rental or, at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom-fitted orthopedic shoes, including modifications to orthopedic footwear
- Diabetic supplies: Novolin-pens or similar insulin injection devices using a needle, blood-letting devices including platforms but not lancets. Lancets are covered under prescription drugs
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests
- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition

A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

No benefits are paid for:

- accidental damage to dentures
- dental treatment completed more than 12 months after the accident
- orthodontic diagnostic services or treatment
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment of foot disorders, including diagnostic x-rays, by a licensed podiatrist

- Out-of-hospital treatment by a registered psychologist or qualified social worker
- Out-of-hospital treatment of speech impairments by a qualified speech therapist
- Out-of-hospital services of a qualified massage therapist
- Out-of-hospital services of a qualified acupuncturist
- Out-of-hospital services of a licensed osteopath, including diagnostic x-rays
- Out-of-hospital services of a licensed naturopath

### **Visioncare**

- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician
- Laser eye surgery required to correct vision when performed by a licensed ophthalmologist
- Contact Lenses required to improve vision to at least the 20/70 level but cannot be improved to that level by spectacle lenses

For information on available discounts on eyewear and vision care services, refer to the Preferred Vision Services section of this booklet following the Healthcare benefit.

## Global Medical Assistance Program

This program provides medical assistance through a worldwide communications network which operates 24 hours a day. The network locates medical services and obtains Great-West Life's approval of covered services, when required as a result of a medical emergency arising while you or your dependent is travelling for vacation, business or education. Coverage for travel within Canada is limited to emergencies arising more than 500 kilometres from home. You must be covered by the government health plan in your home province to be eligible for global medical assistance benefits. The following services are covered, subject to Great-West Life's prior approval:

- On-site hospital payment when required for admission, to a maximum of \$1,000
- If suitable local care is not available, medical evacuation to the nearest suitable hospital while travelling in Canada. If travel is outside Canada, transportation will be provided to a hospital in Canada or to the nearest hospital outside Canada equipped to provide treatment
- Transportation and lodging for one family member joining a patient hospitalized for more than 7 days while travelling alone. Benefits will be paid for moderate quality lodgings up to \$1,500 and for a round trip economy class ticket
- If you or a dependent is hospitalized while travelling with a companion, extra costs for moderate quality lodgings for the companion when the return trip is delayed due to your or your dependent's medical condition, to a maximum of \$1,500
- The cost of comparable return transportation home for you or a dependent and one travelling companion if prearranged, prepaid return transportation is missed because you or your dependent is hospitalized. Coverage is provided only when the return fare is not refundable. A rental vehicle is not considered prearranged, prepaid return transportation

- In case of death, preparation and transportation of the deceased home
- Return transportation home for minor children travelling with you or a dependent who are left unaccompanied because of your or your dependent's hospitalization or death. Return or round trip transportation for an escort for the children is also covered when considered necessary
- Costs of returning your or your dependent's vehicle home or to the nearest rental agency when illness or injury prevents you or your dependent from driving, to a maximum of \$1,000. Benefits will not be paid for vehicle return if transportation reimbursement benefits are paid for the cost of comparable return transportation home

Benefits payable for moderate quality accommodation include telephone expenses as well as taxicab and car rental charges. Meal expenses are not covered.

#### **Out-Of-Province Care**

- **Emergency care** outside your province of residence is covered if it is required as a result of a medical emergency arising while you or your dependent is temporarily outside your province of residence for vacation, business or education purposes. To qualify for benefits, you must be covered by the government health plan in your home province.

A medical emergency is either a sudden, unexpected injury, or a sudden, unexpected illness or acute episode of disease that could not have been reasonably anticipated based on the patient's prior medical condition.

Emergency care is covered medical treatment that is provided as a result of and immediately following a medical emergency.

If the patient's condition permits a return to Canada, benefits are limited to the lesser of:

- the amount payable under this plan for continued treatment outside Canada, and
- the amount payable under this plan for comparable treatment in Canada plus the cost of return transportation.

No benefits are paid for:

- any further medical care related to a medical emergency after the initial acute phase of treatment. This includes non-emergency continued management of the condition originally treated as an emergency
- any subsequent and related episodes during the same absence from Canada
- expenses related to pregnancy and delivery, including infant care:
  - after the 34th week of pregnancy, or
  - at any time during the pregnancy if the patient's medical history indicates a higher than normal risk of an early delivery or complications.
- **Non-emergency care** in Canada or the United States is covered for you and your dependents if:
  - it is required as a result of a referral from your usual Canadian physician
  - it is not available in any Canadian province and must be obtained elsewhere for reasons other than waiting lists or scheduling difficulties

- you are covered by the government health plan in your home province for a portion of the cost, and
- a pre-authorization of benefits is approved by the plan before you leave Canada for treatment.

**No** benefits will be paid for:

- investigational or experimental treatment
- transportation or accommodation charges.

The plan covers the following services and supplies when related to out-of-province care:

- treatment by a physician
- diagnostic x-ray and laboratory services
- hospital accommodation in a standard or intensive care unit, if the confinement begins while you or your dependent is covered
- for emergency care only, hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins with you or your dependent is covered
- medical supplies provided during a covered hospital confinement
- paramedical services provided during a covered hospital confinement
- hospital out-patient services and supplies
- medical supplies provided out-of-hospital if they would have been covered in Canada
- drugs
- out-of-hospital services of a professional nurse



- for emergency care only:
  - ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available
  - dental accident treatment if it would have been covered in Canada.

### Limitations

Except to the extent otherwise required by law, no benefits are paid for:

- Expenses private benefit plans are not permitted to cover by law
- Services or supplies you are entitled to without charge by law or for which a charge is made only because you have coverage
- The portion of the expense for services or supplies that is payable by the government health plan in your home province, whether or not you are actually covered under the government health plan
- Services or supplies that do not represent reasonable treatment
- Services or supplies associated with:
  - treatment performed only for cosmetic purposes
  - recreation or sports rather than with other daily living activities
  - the diagnosis or treatment of infertility, other than drugs
  - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under Out-of-Province Care and Global Medical Assistance

- Services or supplies received out-of-province in Canada unless you are covered by the government health plan in your home province and benefits would have been paid under this plan for the same services or supplies if they had been received in your home province

This limitation does not apply to Global Medical Assistance

- Expenses arising from war, insurrection, or voluntary participation in a riot
- Chronic care
- Chiropractic or podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid
- Visioncare services and supplies required by an employer as a condition of employment

In addition under the prescription drug coverage, no benefits are paid for:

- Atomizers, appliances, prosthetic devices, colostomy supplies, first aid supplies, diagnostic supplies or testing equipment
- Non-disposable insulin delivery devices or spring loaded devices used to hold blood letting devices
- Delivery or extension devices for inhaled medications
- Oral vitamins, minerals, dietary supplements, homeopathic preparations, infant formulas or injectable total parenteral nutrition solutions
- Diaphragms, condoms, contraceptive jellies, foams, sponges, suppositories, contraceptive implants or appliances
- Any drug that does not have a drug identification number as defined by the Food and Drugs Act, Canada

- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Any single purchase of drugs which would not reasonably be used within 34 days. In the case of certain maintenance drugs, a 100-day supply will be covered
- Drugs dispensed by a dentist or clinic or by a non-accredited hospital pharmacy
- Drugs dispensed during treatment as an in-patient or an out-patient in a hospital
- Preventative immunization vaccines and toxoids
- Non-injectable allergy extracts
- Drugs that are considered cosmetic, such as topical minoxidil or sunscreens
- Fertility drugs, whether or not prescribed for a medical reason
- Drugs used to treat erectile dysfunction

Healthcare terminates when you reach age 65.

### **How to Make a Claim**

- Out-of-country claims (other than those for Global Medical Assistance expenses) should be submitted to Great-West Life as soon as possible after the expense is incurred. It is very important that you send your claims to the Great-West Life Out-of-Country Claims Department immediately as your Provincial Medical Plan has very strict time limitations.

Obtain form M5432 (Statement of Claim Out-of-Country Expenses form) from your employer. Residents of all provinces except Manitoba and the Territories must also obtain the Government Assignment form and residents of British Columbia, Quebec and Newfoundland & Labrador must also obtain the Special Government Claim form. The Great-West Life Out-of-Country Claims Department will forward the appropriate government forms to your attention when required.

If you are a resident in the Territories or Manitoba, you must submit your out-of-country claims to your provincial or territorial government for processing before submitting the claim to Great-West Life. When you receive your Explanation of Benefits back from the province or territory, please send the following to the Great-West Life Out-of-Country Claims Department (be sure to keep copies for your own records):

- a copy of the payment from your province or territory
- a completed Statement of Claim Out-of-Country Expenses form (form M5432)
- all required information
- copies of all original receipts

Residents of all other provinces should complete all applicable forms, making sure all required information is included. Attach all original receipts and forward the claim to the Great-West Life Out-of-Country Claims Department. Be sure to keep a copy for your own records. The plan will pay all eligible claims including your Provincial Medical Plan portion. Your Provincial Medical Plan will then reimburse the plan for the government's share of the expenses.

Out-of-country claims must be submitted within a certain time period that varies by province. For the claims submission period applicable in your province or territory or for any other questions or for assistance in completing any of the forms, please contact Great-West Life's Out-of-Country Claims Department at 1-800-957-9777.

- For all other Healthcare claims, obtain form M635D from your employer. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to the Great-West Life Benefit Payment Office as soon as possible, but no later than 15 months after you incur the expense.

- **For drug claims**, your employer will provide you with a prescription drug identification card. Present your card to the pharmacist with your prescription.

Before your prescription is filled, a Health Assure check will be done. Health Assure is a series of seven checks that are electronically done on your drug claim history for increased safety and compliance monitoring. This has been designed to improve the health and quality of life for you and your dependents. Checks done include drug interaction, therapeutic duplication and duration of therapy, allowing the pharmacist to react prior to the drug being dispensed. Depending on the outcome of the checks, the pharmacist may refuse to dispense the prescribed drug.

When your coverage ends, return your direct pay drug identification card to your employer.

## PREFERRED VISION SERVICES (PVS)

**Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.**

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and lens extras (scratch guarding, tints, etc.) when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the healthcare coverage described in this booklet. You can use the PVS network as often as you wish to purchase eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- Call the **PVS Information Hotline** at **1-800-668-6444** or visit the **PVS Web site** at **www.pvs.ca** for information about PVS locations and the program
- Arrange for a fitting or eye examination, if needed
- Present your group benefit plan identification card to identify your preferred status as a PVS member through Great-West Life at the time of purchase
- Select your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form to your insurance carrier in the usual manner.

## DENTALCARE

### Dentalcare Claims

- For more information, please contact:

UFCW Trusteed Dental Plan  
61 International Blvd., Suite 110  
Rexdale, Ontario  
M9W 6K4  
Toll Free: 1-800-461-4361

### COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
  1. the plan of the parent with custody of the child;
  2. the plan of the spouse of the parent with custody of the child;
  3. the plan of the parent without custody of the child;
  4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.