

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**PHARMA PLUS DRUGMARTS LTD.**

**- AND -**

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

**TERM:           DATE OF RATIFICATION to JANUARY 31, 2018**

**09924 (08)**

## INDEX

<b>ARTICLE</b>	<b>PAGE</b>
1. Bargaining Agency	5
2. Management Rights	6
3. Employee and Union Co-operation	7
4. Union Security	8
5. Hours of Work	9
6. Overtime Rate of Pay	11
7. Statutory Holidays	12
8. Rest Periods	13
9. Wages	13
10. Travel Time	14
11. Vacations	14
12. Maternity Leave	16
13. Jury Duty	16
14. No Strike - No Lockout	16
15. Seniority	16
16. Discharge of Employees Subject to Arbitration	20
17. Notice Required for Pay in Lieu of Notice in Cases of Dismissal	20
18. Business Agents Visits	20
19. Grievance and Arbitration Procedure	21
20. Cash Shortages	23
21. Sick Leave With Pay	24
22. Bereavement Leave With Pay	26
23. Leave of Absence Without Pay	26
24. Doctor's Appointment	27
25. Health and Welfare	27
26. Canadian Commercial Workers Industry Pension Plan	29
27. Company Meetings	29
28. Supplier's Representative	30
29. Fatigue Mats	30
30. Employee Privileges	30
31. Disciplinary Interviews	30
32. Union Decal	30
33. Expiration and Renewal	31

**PART-TIME APPENDIX “A”**

<b>ARTICLE</b>	<b>PAGE</b>
1. Bargaining Agency	32
2. Management Rights	32
3. Employee and Union Co-operation	32
4. Union Security	32
5. Hours of Work	32
6. Statutory Holidays	33
7. Rest Periods	34
8. Vacations	34
9. Jury Duty	35
10.No Strike - No Lockout	35
11.Seniority	35
12.Discharge of Employees Subject to Arbitration	38
13.Notice Required for Pay in Lieu of Notice in Cases of Dismissal	38
14.Business Agents Visits	38
15.Complaints and Grievance Procedure	38
16.Cash Shortages	38
17.Dental Plan	38
18.Wages	38
19.Maternity Leave	39
20.Bereavement Leave	39
21.Sick Leave	39
22.Employee Privileges	42
23.Work Closest to Home	42
24.Travel Time	42
25.Leave of Absence Without Pay	42
26.Canadian Commercial Workers Industry Pension Plan	42
27.Health and Welfare	42
28.Fatigue Mats	43
29.Company Meetings	43
30.Disciplinary Interviews	43
31.Expiration and Renewal	43
Appendix B-1 Wages	44
Appendix B-2 Wages	45
Appendix B-3 Wages	46
Appendix C Letters of Agreement	
Letter of Agreement #1 – Cosmetic Commission Payment	47
Letter of Agreement #2 – Protocol for New Stores & Acquisitions	50
Letter of Agreement #3 – Technological Change	52
Letter of Agreement #4 – Staff Training	53
Letter of Agreement #5 – UFCW Leukemia Fund	54
Letter of Agreement #6 – Rotation of Sales Clerks from Cashiering Duties	55
Letter of Agreement #7 – Liability Insurance	56
Letter of Agreement #8 – Permanent Layoff	57
Letter of Agreement #9 – Pharma Plus Store Guarantee	58

Letter of Agreement #10 – Law Protection Inc.	59
Letter of Agreement #11 – Service, Seniority and Wages Pharmx Rexall Drug Store Bargaining Unit Employees	60
Letter of Agreement #12 – Full-time Thirty-Seven (37 Hour Work Week	61
Letter of Agreement #13 – CCWIPP	62
Letter of Agreement #14 – Former Kent Drug Stores	64
Letter of Agreement #15 – Drug Warehouse Retail Stores	65
Letter of Agreement #16 – Signing of Letters of Agreement Numbers One (1) through Fifteen (15)	66

**THIS AGREEMENT** made and entered into as of \_\_\_\_\_

**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-Carleton, 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.

The Management Trainee Program is implemented solely for training purposes, in order to provide future managers with hands on experience of working in a store.

Prior to placing a Management Trainee in any store, the Company agrees to provide the union with the name, the duration of placement and the

location of placement of the Trainee. The Company agrees that the Trainee's hours are separate and over and above from the store departments' allotment of scheduled hours. A Management Trainee placement at the store will not exceed nine (9) months duration.

Any concerns about the operation of the Management Trainee Program may be brought to the attention of senior management, and a meeting will be convened to discuss them.

- (c) The Company agrees that stores shall be staffed by Assistant Store Managers on the following basis;

All stores shall have one (1) Assistant Store Manager, unless,

- i. The store is open for greater than 100 hours per week or has front store sales volumes in excess of \$100, 000.00 per week, in which case there may be two (2) Assistant Store Managers.
- ii The store is open for greater than 100 hours per week or has front store sales volumes in excess of \$150, 000.00 per week, in which case there may be three (3) Assistant Store Managers.

Assistant Store Managers shall not be used to the extent that they cause a reduction of hours of any bargaining unit employees.

- 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 **forty (40)** hours per week.
- (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 **twenty-eight (28)** hours per week and shall be covered only as specifically set out in Appendix "A".

## **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 ten (10) 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. 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.**

**There will be a minimum of eleven (11) hours between scheduled shifts unless otherwise mutually agreed.**

- 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 **four (4) hours pay**. If such employees are instructed to report to

work and no work is available, they shall receive a minimum of **four (4) 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. Schedules shall remain posted until the last working hour scheduled. Such schedule shall be accessible to all employees and Union 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 Manager 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 by pen, on the posted schedule. A copy of the amended schedule will be provided to the steward if requested.

5.04 (a) In scheduling evening work, the Company shall endeavour to restrict weekly assignments of Regular Full-time employees to no more than three (3) evenings per week, which shall be equally rotated amongst the Full-time employees within the classification. **The parties understand that evening work shall not be scheduled for the sole purpose of scheduling part time employees day shift hours and there is a legitimate business need for such scheduling.** Notwithstanding the above, employees who wish to work more than three (3) evenings per week may do so on a mutually agreed basis, subject to the operational needs of the business. Any grievance with respect to this clause shall commence at Step 2 of the grievance procedure.

- (b) 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.

**(c) Day shifts are shifts which end by 6:30 p.m.**

- (d) An employee declining available Sunday work shall not as a direct result suffer a reduction of regularly scheduled available hours.

5.05 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.

5.06 The Company agrees to schedule full-time employees off work a minimum of every fourth Saturday and Sunday. Such assignment shall be equally rotated amongst full-time employees within the classification. Notwithstanding the above employees who wish to work more weekend shifts 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 the month of December. Any grievance with respect to this clause shall commence at Step 2 of the grievance procedure.

**5.07 When a part time employee works thirteen consecutive weeks of full time hours, such temporary position shall be reclassified to full time and posted in accordance with the posting provisions of the collective agreement.**

**5.08 Where a night shift is required such schedule shall not commence earlier than 9:30 p.m. and no later than 12:00 midnight. Such shifts shall be normally scheduled for eight (8) consecutive hours. In the event of a full week of night shifts employees will be scheduled 5 consecutive nights. A premium of \$1.00 per hour shall be paid for all hours worked after 12:00 midnight.**

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

6.01 Authorized overtime, at the rate of time and one-half (1 ½) the regular hourly rate, shall be paid for time worked in excess of 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. In the event that there are no volunteers or an insufficient number of volunteers, the Company reserves the right to schedule overtime in reverse order of seniority amongst the employees who have the skill and ability to perform the work.

6.02 Authorized overtime will be paid at the rate of time and one-half (1 ½) 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 ½) 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 eleven (11) paid holidays for regular full-time employees during the term of this Agreement. These holidays are as follows:

New Year's Day  
Victoria Day  
Civic Holiday  
Thanksgiving Day  
Boxing Day

Good Friday  
Canada Day  
Labour Day  
Christmas Day  
Family Day

Personal 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 (1 ½) hours worked. Such overtime shall be offered to the Senior Volunteer within the classification. In the event that there are no volunteers or an insufficient number of volunteers, the Company reserves the right to schedule overtime in reverse order of seniority amongst the employees who have the skill and ability to perform the work.

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 will be granted a fifteen (15) minute rest period without loss of pay during each half of each shift as near to the midpoint as practical. **An employee who works a shift of more than five hours but less than seven (7) hours shall have a combined rest/meal period of one half (1/2) hour, of which fifteen (15) minutes shall be paid.**

Employees working a seven (7) or eight (8) hour shift shall receive a thirty (30) minute unpaid meal period plus two fifteen (15) minute paid breaks

## **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" 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" are minimum rates and apply to the job classifications and not to the individual.
- (b) Appendix "A", "B" and "C" attached hereto shall form part of this agreement.

- 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 purpose of placement on the wage schedule only, employees with previous experience working in a Katz Group Canada store will be granted full credit for such experience provided they left the employ of the Company no later than six (6) months 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 and fifty cents (\$2.50) 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 and fifty cents (\$1.50) per hour for four (4) hours for 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 and fifty cents (\$1.50) per hour for their first **four (4) hours** of work. Management duties will be as assigned.
- (d) There shall be no duplication of premiums, only one premium will apply per employee per shift.

### **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 from their home store to the other location.
- 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) year to four (4) 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) years 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.

**A full-time employee shall be given the Saturday off immediately prior to commencing their vacation.**

- 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 February 1 and March 15 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 March 15, 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 24th. It is understood that all full-time employees shall have preference of vacation dates over all part-time employees up until March 15.

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.

The Company shall notify the employee in writing in the event their vacation is denied by March 31<sup>st</sup>.

- 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 their portion of benefit premiums for an employee while on maternity leave. The employee shall be responsible for their portion of benefit premiums while off on maternity leave or they may elect to be covered under the Company core plan, at no cost to the employee.

## **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 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 **a probationary period of ninety (90)** calendar days and shall be computed from the date of his first employment.

Seniority is the principle of granting preference to employees within the bargaining unit for promotions, demotions, transfers, layoffs, rehiring after layoffs and vacations. Seniority, ability, qualifications to perform the work will be considered in promotions and where ability and qualifications are equal, seniority shall govern. In layoffs and recalls, seniority within the bargaining unit shall govern, provided the senior employee has the skill and ability to perform the work required. The company undertakes that its decision shall not be arbitrary nor unfair.

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 proscribed form. The proscribed form will remain in effect for a period of twelve (12) month from the date the Company confirms receipt of such 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 qualifications. Where two (2) or more employees entitled to such preferential consideration are 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 and such list shall be provided to the Union.

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 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.

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

15.07 LAY-OFFS AND RECALL

LAY-OFFS

1. Layoffs - Full-Time

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

- (A) Their own classification in any location within the bargaining unit.
- (B) Lateral classifications (at the same pay rate)

Where they have the ability and willingness to perform the work in any location within 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 location within 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), in any location within the bargaining unit

(E) 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, on a form provided by the employer, the stores to which he/she would accept permanent or temporary recall to. one of the following locations to which he/she will return to work upon recall:

(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 twelve (12) 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. 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 twelve (12) 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 15.04 (d).

**15.08 TEMPORARY TRANSFERS**

**15.08(a) It is agreed that transfers of employees between stores are essential to the proper operation of the business and that employees will cooperate where reasonable with the Employer in this matter.**

**(b) No employee will be transferred in excess of fifteen (15) kilometres**

measured from store to store except by mutual agreement.

(c) In the case of temporary transfers, the Employer agrees that:

In the event that the Company cannot cover hours with existing staff an employee may be transferred to another store for a period of time which will not be in excess of six (6) weeks, by mutual agreement.

#### **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 and shall not be unreasonably applied.

#### **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 Representative 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 – GRIEVANCE AND ARBITRATION 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 **5.04 (c)** 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 Director of Industrial Relations 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.

## **ARBITRATION**

Within thirty (30) days of receipt of the Company's Step No. 3 reply either party may elect to proceed to arbitration using one of the following Arbitrators, or any other Arbitrator, if mutually agreed between the parties:

Joe Carrier, Randy Levinson, John Stout, W. Marcotte, David McKee, Steve Raymond, Mary Ellen Cummings, Marilyn Nairn, Peter Chauvin, Brian Sheehan, Susan Tacon, Rob Herman, Nimal Dissanyake and George Surdykowski.

The grievance shall be referred to a mutually agreed Arbitrator on the list.

In the event the parties fail to agree to an Arbitrator from the list or to a hearing date such grievance shall be referred to the Arbitrator on the list with the earliest hearing date.

The Company and the Union can at anytime by mutual agreement add or remove an Arbitrator from the agreed list.

- 19.06 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 Director of Industrial Relations.

- 19.07 Any agreement reached between the Company and the Union to resolve a grievance shall be binding on both parties and upon any employee involved.
- 19.08 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. Also, the Arbitrator may request from the parties such other evidence as is relevant to its determination of the issues involved. In reaching its decisions, the Arbitrator shall be governed by the provisions of this Agreement, and shall have no authority to alter, amend, or change the provisions of this Agreement.
- 19.09 The Arbitrators findings and decisions shall be binding and enforceable on both parties and upon any employee(s) involved.
- 19.10 The expense of the Arbitrator shall be borne equally by the parties to the Arbitration.
- 19.11 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.
- 19.12 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.
- 19.13 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, 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:**

**Casual sickness shall be covered in accordance with the sick leave schedule set out below:**

Length of Service	Sick Leave
Less than 3 months	0
3 months - 1 Year	3 Days
1 Year - 5 Years	5 Days
Greater than 5 Years	7 Days

**Effective January 1 of each year the sick leave entitlement shall be reestablished in full.**

- (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;
- (d) Sick leave and allowances are approved and provided for causes of illness only, and if it is proven an employee has abused her sick leave privilege, such employee may be subject to disciplinary action;

**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, a leave of absence, without pay, which will be approved or denied in accordance with the needs of the business. Request shall not be unreasonably denied. If the employees request for a leave of absence is denied the Company shall notify the employee in writing with 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 Core Benefits shall be provided at no cost to the employee, in accordance with the benefit summary as agreed to by the parties, and attached hereto as Schedule "A".**

**25.01(b) Employees shall have the option of coverage under the Enhanced Plan in accordance with the benefit summary as agreed to by the parties, and attached hereto as Schedule "A".**

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

The Company agrees to contribute thirty-three (33¢) 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 February 1, 2016 increase thirty-three (33) cents to thirty-four (34) cents (only if required by the Trustees of the Plan). Effective February 1, 2017 increase thirty-four (34) cents to thirty-five (35) cents (only if required by the Trustees of the Plan).

## **ARTICLE 26 - PENSION PLAN**

**26.01 Effective January 1, 2015, all employees on the Company payroll, shall be eligible to participate in the Katz Group registered pension plan and shall be governed by the plan text for store associates.**

**Full Time and Part-time employees may participate on a voluntary basis. Those electing to participate must make their election to enroll in the Katz Group pension plan no later than January 31, 2015 and shall thereafter be eligible to enroll on an annual basis.**

**26.02 Full-time employees are eligible to join the plan on the first day of January coincident with or next following completion of two (2) years of continuous employment.**

**Part-time employees are eligible to join the plan on the first day of January coincident with or next following completion of five (5) years of continuous employment, provided that such employee earned at least 35% of the Year's Maximum pensionable earnings under the Canada pension plan or worked 700 hours in each of the two prior calendar years.**

**The Katz Group pension plan is a defined contribution plan requiring employees and the employer to make matching contributions. The Katz Group pension plan shall be covered by the applicable plan text.**

## **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. **The Company reserves the right at its sole discretion to amend, change, modify establish eligibility requirements, for any Employee Privileges, including the Employee Advantage Card.**

**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 by 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 Canada, Local 175 in a location, where it can be seen by customers.

**ARTICLE 33 - EXPIRATION AND RENEWAL**

This agreement shall be effective from **Date of Ratification to January 31, 2018** 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 to the other party of their intention to revise or abrogate this Agreement.

DATED at \_\_\_\_\_, Ontario, this \_\_\_ day of \_\_\_\_\_

FOR THE UNION

FOR THE COMPANY

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**“Schedule “A”  
EMPLOYEE FLEX BENEFIT PLAN  
Full Time Employees**

<i>CORE PLAN</i>		<i>ENHANCED PLAN</i>	
<i>Waiting Period</i>	Three months	Three Months	
<i>Definition of Full-Time</i>	Employees working a minimum of 40 hours per week.	Employees working a minimum of 40 hours per week.	
<i>Definition of Spouse</i>	Legal or common-law spouse of the same or opposite sex. Minimum co-habitation period of 12 months	Legal or common-law spouse of the same or opposite sex. Minimum co-habitation period of 12 months	
<b>BASIC LIFE INSURANCE</b>			
<i>Schedule</i>	100% of employee earnings	100% of employee earnings	
<i>Benefit Maximum</i>	\$1,000,000	\$1,000,000	
<i>Reduction Clause</i>	50% at age 65	50% at age 65	
<i>Termination Clause</i>	Coverage terminates at termination or retirement	Coverage terminates at termination or retirement	
<b>OPTIONAL LIFE INSURANCE</b>			
<i>Eligibility</i>	Employee and Spouse	Employee and Spouse	
<i>Increments</i>	Units of \$10,000	Units of \$10,000	
<i>Maximum Benefit</i>	\$500,000	\$500,000	
<i>Termination Clause</i>	Age 65	Age 65	
<b>BASIC AD &amp; D</b>			
<i>Same as Basic Life</i>	Yes	Yes	
<b>SHORT TERM DISABILITY</b>			
<i>STD</i>	26 Weeks at 66.67% of gross earnings	26 Weeks at 66.67% of gross earnings	
<i>Benefit Duration</i>	26 weeks	26 weeks	
<i>Tax Status</i>	Taxable	Taxable	
<i>Casual Sick</i>		<b>Length of Service</b>	<b>Sick Leave</b>
		Less than 3 months	0
		3 months - 1 Year	3 Days
		1 Year - 5 Years	5 Days
		Greater than 5 Years	7 Days

**EMPLOYEE FLEX BENEFIT PLAN**  
**PAGE 2**

	<i>CORE PLAN</i>	<i>ENHANCED PLAN</i>
<b>LONG TERM DISABILITY</b>		
<i>Schedule</i>	66.7% of monthly earnings	66.7% of monthly earnings
<i>Benefit Maximum</i>	\$10,000	\$10,000
<i>Non Evidence Maximum</i>	\$10,000	\$10,000
<i>Elimination Period</i>	26 weeks	26 weeks
<i>Benefit Duration</i>	To age 65	To age 65
<i>Definition of Disability</i>	Own occupation for 2 years	Own occupation for 2 years
<i>CPP/QPP Offsets</i>	Primary	Primary
<i>Pre-Existing Conditions</i>	3/12	3/12
<i>Termination Clause</i>	To age 65	To age 65
<i>Tax Status</i>	Taxable	Taxable
<b>EXTENDED HEALTHCARE</b>		
<i>Drug Formulary</i>	Managed Drug Formulary	Managed Drug Formulary
<i>Drug Reimbursement</i>	80% If purchased Katz Group Limited corporate stores. \$2.00 Minimum payment per prescription	100% If purchased at Katz Group Limited corporate stores. \$2.00 Minimum payment per prescription
<i>Pay Direct Drug Card</i>	Yes	Yes
<i>Drug Definition</i>	Mandatory generic substitution, drug must be covered under managed formulary	Mandatory generic substitution, drug must be covered under managed formulary
<i>Smoking Cessation</i>	\$400 per lifetime	\$400 per lifetime
<i>Fertility Drugs</i>	Excluded	Excluded
<i>ED Drugs</i>	Excluded	Excluded
<i>Hospital</i>	100% semi-private	100% private or semi-private
<i>Private Duty Nursing</i>	100% maximum of \$10,000 for 12 months per condition	100% maximum of \$10,000 for 12 months per condition
<i>Paramedical Practitioners</i>	70% reimbursement to a maximum of \$300 per practitioner per calendar year for Chiropractor, Podiatrist, Naturopath, Osteopath, Physiotherapist, Masseuse, Acupuncturist, Psychologist/Social Worker (combined) and Speech Therapist.	90% reimbursement to a maximum of \$500 per practitioner per calendar year for Chiropractor, Podiatrist, Naturopath, Osteopath, Physiotherapist, Masseuse, Acupuncturist, Psychologist/Social Worker (combined) and Speech Therapist.

## EMPLOYEE FLEX BENEFIT PLAN

### Page 3

CORE PLAN		ENHANCED PLAN
<b>EXTENDED HEALTHCARE (CONT'D)</b>		
<i>Vision Care</i>	No coverage	100% to a maximum of \$300 per 24 months (frames, lenses, contact lenses, laser eye surgery)
<i>Eye Examination</i>	100% to a maximum of \$50 per 24 months	100% to a maximum of \$50 per 24 months
<i>Out of Province Emergency</i>	100%	100%
<i>Out of Province Referral</i>	100% to a maximum of \$10,000 for life (for services not available in province of residence (limited to Canada and U.S.))	100% to a maximum of \$10,000 for life (for services not available in province of residence (limited to Canada and U.S.))
<i>Travel Assist</i>	Yes	Yes
<i>Hearing Aids</i>	70% to a maximum of \$500 every 4 years	90% to a maximum of \$500 every 4 years
<i>Custom fitted Orthopedic Shoes &amp; Custom-made foot Orthotics</i>	70% to a maximum of \$300 every 2 calendar years (must be prescribed by doctor, podiatrist or chiroprapist)	90% to a maximum of \$300 every 2 calendar years (must be prescribed by doctor, podiatrist or chiroprapist)
<i>Ambulance</i>	100%	100%
<i>Other Health</i>	70%	90%
<i>Survivor Benefit</i>	24 months	24 months
<i>Termination Clause</i>	Coverage terminated at termination or retirement	Coverage terminated at termination or retirement
<b>EMPLOYEE CONTRIBUTION (PER PAY)</b>		
<i>Single</i>	Nil	\$17.01 – Biweekly(plus appl. Taxes)
<i>Family</i>	Nil	\$44.33 – Biweekly(plus appl. Taxes)

*\*plus provincial sales tax where applicable*

<b>EMPLOYEE DISCOUNT CARD</b>	
<b>Discount applies to all merchandise in Corporate stores except prescriptions, baby formula, postage stamps, lottery and transit tickets, gift cards, deli and meat products.</b>	<i>Immediate upon hire. Subject to terms and conditions.</i>

## **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 will work within their scheduled shifts and shall normally work up to twenty-eight (28) hours per week, scheduled over five (5) days, unless mutually agreed.**

**(b) Part-time employees shall receive a minimum of four (4) hours pay, provided that there are four hours of work available from the time that they report for work until the store is closed. No employee shall be scheduled and/or receive less than four (4) hours.**

(c) 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. Schedule shall remain posted until the last working hour scheduled. It is understood that such schedule may be changed by mutual agreement between the Manager and employee in pen. 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 ½) of the regular hourly rate, shall be paid for time worked over forty (40) hours in any one (1) week, or in excess of eight (8) hours per day. Such overtime shall be offered to the Senior Volunteer within the classification. In the event that there are not enough volunteers to work the overtime, the Company reserves the right to



schedule employees to work the overtime in reverse order of seniority and shall supply as much advance notice as is possible.

- 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.
- 5.05 Employees shall be paid for all hours worked, however, any hours worked beyond the scheduled shift must be pre-approved by management prior to such work being undertaken.

## **ARTICLE 6 - STATUTORY HOLIDAYS**

- 6.01 There shall be ten (10) 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	Family Day

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 only to those stores that are closed.

Holiday pay shall be paid based on the calculation as described in the Employment Standards Act, as set out below:

- (a) 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.
- (b) 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 ½) for such hours worked on the holiday. 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. In the event

that there are not enough volunteers to work the overtime, the Company reserves the right to schedule employees, in reverse order of seniority to work the overtime and shall supply as much advance notice as is possible.

- 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;
  - (g) 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 part-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 15 and May 15, 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 February 1st to March 15th, 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 15th, 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 24th.

### **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 ninety (90) calendar days.**
- 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. The proscribed form will remain in effect for a period of twelve (12) month from the date the Company confirms receipt of such 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 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 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 ( $\frac{1}{2}$ ) 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. **Any part-time employee transferred to full-time subsequent to ratification shall be credited with one-half ( $\frac{1}{2}$ ) of their calendar years of part-time service to a maximum credit of two (2) 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) (a) **Scheduling**

The weekly schedule of hours of work shall be allotted according to seniority providing the senior employee has the necessary ability and qualifications to perform the work and is available.

For clarity, the Employer will schedule part-time hours so that the senior part-time employee(s) will have the opportunity to work a weekly schedule of hours that may be up to twenty-eight (28), but in no event less than a junior part-time, provided they have the necessary ability and qualifications to perform the work and are available.

In the event an employee is scheduled in excess of twenty-eight (28) hours per week for more than six (6) consecutive weeks, such employee shall be paid a premium of two (2) dollars per hour for all such hours worked in excess of twenty-eight (28) hours commencing on the seventh week.

- (b) Where it will not interfere with the efficient operation of the store, senior employees will be able to choose the available day shifts and eight hour shifts when available over junior employees.

11.05 (ii) **Subsequent Assignment**

In the event of hours of work becoming available, within a given week, beyond the schedule of hours for that given week, due to approved absences, sickness, compensation, bereavement and/or an unanticipated increase in business; the Employer or his delegate will call the most senior part-time employee not scheduled that day provided the employee is available and has the ability and qualifications to perform the available work and the assignment of such hours does not necessitate the need for overtime payments.

- (b) If no employee accepts the offer, the junior employee contacted with the skill, ability, availability to perform the work required must perform the work.

11.06 (a) **When a part time employee works thirteen consecutive weeks of full time hours, such temporary position shall be reclassified to full time and posted in accordance with the posting provisions of the collective agreement.**

11.07 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 part-time employee has the ability and willingness to perform the work as required.

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

11.09 **Lay-offs and Recall**

As per Article 15.07 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, shall be as per Appendix "B" of this Agreement.

(b) All other appendixes attached hereto shall 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, 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.
- (e) **The maximum pay allowance shall be as follows:**

**Casual sickness shall be covered in accordance with the sick leave schedule set out below:**

Length of Service	Sick Leave
Less than 3 months	0
3 months - 1 Year	12 hours
1 Year - 5 Years	20 hours
Greater than 5 Years	28 hours

**Effective January 1 of each year the sick leave entitlement shall be reestablished in full.**

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;

- (f) Sick leave and allowances are approved and provided for causes of illness only, and if it is proven an employee has abused her sick leave privilege, such employee may be subject to disciplinary action;

#### **ARTICLE 22 - EMPLOYEE PRIVILEGES**

As per Article 30.01 of the Full-time Agreement

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

As per Article 15.05 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 PENSION**

As per Article 26 of the Full-time Agreement

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

##### **Optical Plan**

- 27.01 (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 three hundred (300) dollars every two (2) years for new or changed prescriptions for the employee only. The Company agrees for each part time employee hired after April 3, 2011, effective the first of



the month upon completion of five (5) years of continuous service, to cover a maximum of two hundred (200) dollars every five (5) years for new or changed prescriptions for the employee only.

- (b) The cost of eye examinations on the basis of one exam in each 24-month period will be covered by the Plan to a maximum of fifty (50) dollars per visit.

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

**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**

<b>Department</b>	<b>Start</b>	<b>12 months</b>	<b>24 months</b>	<b>36 months</b>	<b>On Ratification 48 months</b>	<b>Feb 1/16 48 months</b>	<b>Feb 1/17 48 months</b>
<b>Registered Pharmacy Technician 1</b>	<b>\$17.00</b>	<b>\$17.50</b>	<b>\$18.00</b>	<b>\$18.50</b>	<b>\$19.45</b>	<b>\$19.70</b>	<b>\$19.95</b>
<b>Registered Pharmacy Technician 2</b>	<b>\$16.00</b>	<b>\$16.50</b>	<b>\$17.00</b>	<b>\$17.50</b>	<b>\$18.70</b>	<b>Lump Sum \$400FT \$200 PT</b>	<b>Lump Sum \$400FT \$200PT</b>
<b>Pharmacy Assistant</b>	<b>\$11.50</b>	<b>\$12.00</b>	<b>\$12.75</b>	<b>\$14.00</b>	<b>\$16.70</b>	<b>\$16.95</b>	<b>\$17.20</b>
<b>Cosmetician</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>	<b>\$12.50</b>	<b>\$14.55</b>	<b>\$14.80</b>	<b>\$15.05</b>
<b>Merchandise Clerk</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>	<b>\$12.20</b>	<b>\$13.55</b>	<b>\$13.80</b>	<b>\$14.05</b>
<b>Postal Clerk</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>	<b>\$12.20</b>	<b>\$13.55</b>	<b>\$13.80</b>	<b>\$14.05</b>
<b>Sales Clerk/ Driver/Stock Clerk</b>	<b>\$11.00</b>	<b>\$11.25</b>	<b>\$11.50</b>	<b>\$12.20</b>	<b>\$13.55</b>	<b>\$13.80</b>	<b>\$14.05</b>

<b>Effective on Ratification all active full time employees on the Company payroll shall receive a twenty (20) cent general increase</b>
<b>Effective 1st Feb 2016 All active FT employees on grid and on the Company Payroll shall receive a twenty-five (25) cent general increase.</b>
<b>Effective 1 Feb, 2017 all active full time employees on grid and on the Company payroll shall receive a Twenty-five (25) cent general increase.</b>
<b>Effective Feb. 1 2016 and Feb. 1, 2017 An employee paid in excess of the top rates set out above shall be red circled and shall receive a four hundred (400) dollar lump sum payment</b>

APPENDIX B-2

Part Time

Department	Start	12 months	24 months	36 months	On Ratification 48 months	Feb 1/16 48 months	Feb 1/17 48 months
Registered Pharmacy Technician 1	\$17.00	\$17.50	\$18.00	\$18.50	\$19.45	\$19.70	\$19.95
Registered Pharmacy Technician 2	\$16.00	\$16.50	\$17.00	\$17.50	\$18.70	Lump Sum \$400FT \$200 PT	Lump Sum \$400FT \$200PT
Pharmacy Assistant	\$11.50	\$12.00	\$12.75	\$14.00	\$16.70	\$16.95	\$17.20
Cosmetician	\$11.00	\$11.25	\$11.50	\$12.00	\$14.20	\$14.45	\$14.70
Merchandise Clerk	\$11.00	\$11.25	\$11.50	\$11.75	\$13.45	\$13.70	\$13.95
Postal Clerk	\$11.00	\$11.25	\$11.50	\$11.75	\$12.70	\$12.95	\$13.20
Sales Clerk/ Driver/Stock Clerk	\$11.00	\$11.25	\$11.50	\$11.75	\$12.70	\$12.95	\$13.20

Effective on ratification all active part time employees on the Company payroll shall receive a twenty (20) cent general increase.
Effective 1st Feb 2016 All active part-time employees on grid and on the Company Payroll shall receive a twenty-five (25) cent general increase.
Effective 1 Feb, 2017 all active part-time employees on grid and on the Company payroll shall receive a twenty-five (25) cent general increase.
Effective 1 Feb, 2016 and Feb 1, 2017 an employee paid in excess of the top rate shall be red circled and shall be paid a lump sum payment of two hundred (200) dollars

## **Registered Pharmacy Technician**

**Effective on Ratification, Employees who have qualified for the designation but are not actively filling a Registered Pharmacy Technician 1 position shall be reclassified as a Pharmacy Technician 2. They shall retain their current rate of pay and proceed through the current progression scale set out. Once they have attained top rate they shall be red circled.**

**Effective on ratification, an employee who has qualified or will qualify in the future will only be paid the Registered Pharmacy technician rate of pay if they are actively filling a Registered Pharmacy Technician position.**

**Qualified employees will be given the opportunity to apply for a Registered Pharmacy Technician 1 position in accordance with the posting procedure as set out in the Collective Agreement. Successful employees will then be assigned to the new store and they shall be paid in accordance with the new Registered Pharmacy Technician 1 rate of pay.**

**APPENDIX "C-1"**

**LETTER OF AGREEMENT #1**

**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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-2"**

**LETTER OF AGREEMENT #2**

**Between:**

**PHARMA PLUS DRUGMARTS LTD**

**And**

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

**Re: Protocol for New Stores and Acquisitions**

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 acquisitions**

Full-time positions will be filled first by employees on layoff, then on file as per articles 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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

Signed as per Letter of Agreement #16 contained herein.

For the Company

**Mark Hillard**

**APPENDIX "C-3"**

**LETTER OF AGREEMENT #3**

**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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-4"**

**LETTER OF AGREEMENT #4**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**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 Assistant course. The Company agrees that this letter will not be unreasonably applied.

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-5"**

**LETTER OF AGREEMENT #5**

**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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-6"**

**LETTER OF AGREEMENT #6**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

For the Company

**Harold Sutton**\_\_\_\_\_

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-7"**

**LETTER OF AGREEMENT #7**

**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 at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**\_\_\_\_\_

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-8"**

**LETTER OF AGREEMENT #8**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**Re: Permanent Layoff**

In the event of a permanent layoff and the employee electing to forfeit all seniority rights under the Collective Agreement, the affected employees shall be offered the following:

- 1) Full-time employees receive severance pay of 1.5 weeks per full complete years of service less applicable statutory deductions. The maximum payment shall not exceed the annual wages of the affected employees. Minimum payout shall be 1.5 weeks pay.
- 2) Part-time employees shall receive severance pay in accordance with #1 above calculated based on average hours worked over previous thirteen (13) week period.
- 3) All monies mentioned above shall be paid by separate deposit and may be directed to an RRSP upon request of the employee, subject to any applicable provision of the Income Tax Act.

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**LETTER OF AGREEMENT #9**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**Re: Transition to Forty Hour Work Week**

**Any employee as of date of ratification, who is classified as a full time employee working a normal weekly schedule of thirty-two hours per week shall have a one-time election to increase their weekly hours to forty hours per week. If such employee elects to continue to work a thirty-two hour work week they shall have a personal assurance that such hours will continue to be scheduled over four days of eight (8) hours and they shall continue to be classified as a full time employee and receive benefit coverage.**

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

For the Company

**Harold Sutton**

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.



**APPENDIX "C-10"**

**LETTER OF AGREEMENT #10**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**Re: Law Protection Inc.**

The Company agrees to participate in the **L.P.I. LawNET** program. All members of the bargaining unit shall be covered.

The Company shall remit the sum of \$6.00 per employee to **Law Protection Inc.** within sixty (60) days from ratification.

The above-mentioned amount shall be paid annually as follows:

February 1, 2015 - \$6.00 per employee.

February 1, 2016, - \$6.00 per employee.

February 1, 2017- \$6.00 per employee.

The Company agrees the above are annual amounts to enroll members of the bargaining unit in this program.

The Company may at their discretion add non-bargaining unit employees to this program provided they remit names and payment to **Law Protection Inc.**

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

**Harold Sutton**

For the Company

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-11"**

**LETTER OF AGREEMENT #11**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**Re: Part Time Sick Leave**

**A part-time employee who had sick leave coverage in the collective agreement that expired January 4, 2014, shall keep any accumulated but unused sick leave. Such employee shall be eligible to use such sick leave until they have no further accumulation in their sick bank. At such time they shall become eligible to participate in the part time sick leave program as set out in article 21 of the Part time agreement. First year entitlement shall be pro-rated and at January 1 of the subsequent year the full sick leave credit shall be provided.**

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

For the Company

**Harold Sutton**

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**APPENDIX "C-12"**

**LETTER OF AGREEMENT #12**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**RE: Canadian Commercial Workers Industry Pension Plan**

**The Parties have agreed to the following:**

**Effective December 31, 2014, the Employer shall cease making contributions to the Canadian Commercial Workers Industry Pension Plan.**

**Effective January 1, 2015 the Employer agrees to assign all stabilization monies presently held by CCWIPP to all active Pharma Plus employees who were active in the Pension Plan on the date of the Employers last remittance to CCWIPP.**

**In consideration of the elimination of the CCWIPP plan the Company agrees to provide annual transition payments to eligible employee in accordance with the schedule attached hereto.**

**The Employer agrees that existing Pharma Plus employees may elect to participate in the Katz Pension Plan and will be given up to January 31, 2015 to enroll in the Katz Plan.**

**Notwithstanding the plan text for part time employees, the Company agrees that a part time employee with 2-5 years service who has worked a minimum of 700 hours in the previous year shall be given a one time opportunity to begin participation in the Katz Group pension plan and must enroll by January 31, 2015. An employee who declines enrollment shall be required to meet the eligibility requirements for part time employees in accordance with the plan text.**

**An employees years of service and age shall be fixed as of date of ratification for the purpose of determining their payout.**

**Payouts shall be based on the employee's status as full time or part time at the time of the applicable payout**

**Annual  
Payout**

Age		0-2 years	2-10 years	10-15 years	15-20 years	20-25 years	25+years
Under 25	FT	\$100.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00
	PT	\$50.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
25-30	FT	\$100.00	\$400.00	\$500.00	\$0.00	\$0.00	\$0.00
	PT	\$50.00	\$200.00	\$250.00	\$0.00	\$0.00	\$0.00
30-35	FT	\$100.00	\$400.00	\$500.00	\$1,000.00	\$0.00	\$0.00
	PT	\$50.00	\$200.00	\$250.00	\$500.00	\$0.00	\$0.00
35-40	FT	\$100.00	\$400.00	\$500.00	\$1,000.00	\$1,000.00	\$0.00
	PT	\$50.00	\$200.00	\$250.00	\$500.00	\$500.00	\$0.00
40-45	FT	\$100.00	\$400.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00
	PT	\$50.00	\$200.00	\$500.00	\$750.00	\$750.00	\$1,000.00
45-50	FT	\$100.00	\$500.00	\$1,500.00	\$2,000.00	\$2,500.00	\$3,500.00
	PT	\$50.00	\$250.00	\$750.00	\$1,000.00	\$1,250.00	\$1,750.00
50-55	FT	\$100.00	\$1000.00	\$3,000.00	\$3,500.00	\$4,000.00	\$4,500.00
	PT	\$50.00	\$500.00	\$1,500.00	\$1,750.00	\$2,000.00	\$2,250.00
55-60	FT	\$100.00	\$1,500.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00
	PT	\$50.00	\$750.00	\$2,250.00	\$2,500.00	\$2,750.00	\$3,000.00
60+	FT	\$100.00	\$2,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$7,000.00
	PT	\$50.00	\$1,250.00	\$2,500.00	\$2,750.00	\$3,000.00	\$3,500.00

**This shall apply only to employees on the Company payroll as of date of ratification. An employee must remain on the Company payroll to be eligible for the payouts above.**

**All active employees on the Company payroll shall receive the first years annual payout in four installments. The first payout shall be made on or about December 11, 2014. The first payment shall be the employees full entitlement up to a maximum of \$1000.00 based on the applicable payout on the grid above. Any employee who is entitled to a payout of more than \$1000 shall receive the balance of the first year payout as follows:**

**All active employees on the Company payroll shall receive 1/3 of the unpaid balance, effective the first pay in February 2015**

**All active employees on the Company payroll shall receive 1/3 of the unpaid balance, effective the first pay in May 2015**

**All employees on the Company payroll as of date of ratification, shall receive 1/3 of the unpaid balance, effective the first pay in September 2015**

**All active employees on the Company payroll as of date of ratification as of February 1, 2016 shall receive the full annual payout**

**All active employees on the Company payroll as of February 1, 2017 shall receive the full annual payout**

**An employee may elect to have the money paid to either their individual RRSP or may have the money paid as cash, less any statutory deductions required by law.**

**Any employee age fifty-five and over who has fifteen years service, or greater, who chooses to retire shall receive their full entitlement to transition payments as set out above upon their retirement.**

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

For the Company

**Harold Sutton**

**Mark Hillard**

Signed as per Letter of Agreement #16 contained herein.

**LETTER OF AGREEMENT #13**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**RE: Seniority Dates for employees coming into the Pharma Plus  
Collective Agreement**

**REXALL STORES**

The Company and the Union shall negotiate the transitional items to bring the Pharmx group into the Pharma Plus Collective agreement. Upon ratification by the Pharmx Rexall bargaining unit, all employees shall be covered by all negotiated terms and conditions of the Pharma Plus Collective Agreement effective January 5, 2015.

All employees shall maintain their seniority date with Pharma Plus Rexall and be dovetailed into the Pharma Plus seniority list.

**Other Retail Stores**

Effective date of ratification, all Company retail stores not covered by the scope of this agreement who become organized shall be covered by the Pharma Plus Collective Agreement in accordance with the scope of Article 1.01 (a) of the Pharma Plus Collective Agreement.

All Company retail store employees who become covered by the Pharma Plus Collective Agreement shall have their seniority calculated in accordance with Letter of Agreement #2 Item #4 and #5. All other terms of the Pharma Plus Collective Agreement shall apply accordingly.

**APPENDIX "C-13"**

**LETTER OF AGREEMENT #13**

**Between:**

**PHARMA PLUS DRUGMARTS LTD.**

**And**

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

**Re: Signing of Letters of Agreement Numbers One (1) Through Twelve (12)**

The parties agree by signing this Letter of Agreement that they are signing and agreeing to the following Letters of Agreement being part of the Collective Agreement between Pharma Plus Drugmarts and United Food and Commercial Workers Canada, Local 175 and are attached herein.

Letter of Agreement # 1	Cosmetic Commission Payment
Letter of Agreement # 2	Protocol for New Stores and Acquisitions
Letter of Agreement # 3	Technological Change
Letter of Agreement # 4	Staff Training
Letter of Agreement # 5	UFCW Leukemia Fund
Letter of Agreement # 6	Rotation of Sales Clerks from Cashiering Duties
Letter of Agreement # 7	Liability Insurance
Letter of Agreement # 8	Permanent Layoff
Letter of Agreement # 9	Transition to 40 hour work week
Letter of Agreement # 10	Law Protection Inc.
Letter of Agreement # 11	Part Time Sick Leave
Letter of Agreement # 12	Canadian Commercial Workers Industry Pension Plan
Letter of Agreement #13	Seniority Dates for employees coming into the Pharma Plus Collective Agreement

These Letters are all signed by both parties in accordance with this Letter.

DATED at Burlington, Ontario, this 31<sup>st</sup> day of October, 2014.

For the Union

For the Company

**Harold Sutton**

**Mark Hillard**