

COLLECTIVE AGREEMENT

DEC 18 2012
BETWEEN



PHARMX REXALL DRUG STORES LTD.

– AND –



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

TERM:

January 5, 2012 to January 4, 2015

13988(02)

Name

Address

Phone

Member ID

Work Address

Work Phone

Union Steward

Phone

United Food & Commercial Workers
Locals 175 & 633

2200 Argentia Road
Mississauga, ON L5N 2K7

Phone: 905-821-8329

Toll Free: 1-800-565-8329

Fax: 905-821-7144

www.ufcw175.com

Letter from the President Local 175 UFCW Canada



Sisters and Brothers:

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

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

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

Become familiar with your contract. If unsure about an item or if you think your concern is not covered,

Speak to your Union Steward. He or she is a co-worker trained by the Union to help you with concerns and grievances in the workplace. If the problem cannot be settled by the Steward, a full-time Union Representative can be contacted to assist you.

In addition to the Stewards in the workplace and the Union Representatives who support them, we also have a team of professionals who provide support. We should all be proud of our Union's achievements. We have proven many times that an employer can treat workers fairly and still run its business efficiently.

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

Your Union offers you representation before the Workplace Safety & Insurance Board (WSIB). If you are injured on the job, our trained staff will support you and help you in any way they can.

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

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

We also believe in the education of our members and their children. Lack of economic resources should not be a hindrance to further education. In this regard, the UFCW offers a number of scholarships at the local,

national and international level. They are for your benefit as Local 175 or 633 members.

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

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

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

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

In Solidarity,

Shawn Haggerty
President
Local 175 UFCW Canada

OFFICERS



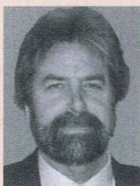
Shawn Haggerty
President



Teresa Magee
Secretary-Treasurer



Betty Pardy
Recorder



Ray Bromley
Executive Assistant



Al McLean
Executive Assistant



Scott Penner
Executive Assistant



Harry Sutton
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent more than 50,000 members across Ontario, of whom approximately 25,000 are retail workers. Others work in a wide vari-

ety of units, including nursing homes, funeral homes, hotels, processing plants and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported by your Union Stewards, Union Representatives, Benefits Representatives, Staff Lawyers and Communications Representatives. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

You are one of more than 240,000 members in Canada and 1.4-million members in North America.

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

LOCALS 175 & 633 UFCW CANADA

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

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

LOCALS 175 & 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

President

Shawn Haggerty, Hamilton

Secretary-Treasurer

Teresa Magee, Vaughan

Recorder

Betty Pardy, London

Vice-Presidents

Rick Alagierski, Mississauga

Bryan Braithwaite, Chatham

Lorne Bruce, Kitchener

Barbara Carr, Thunder Bay

Colleen Cox, Whitby

Rick Daudlin, Guelph

Bruce Dosman, Hanover

Jone Eby, Cambridge

Vanessa Ernst, Kitchener

Virginia Haggith, Oakland

Cheryl Henry, Thunder Bay

Todd Janes, Kitchener

Lynn Jillings, Cobourg

Lee Johnson-Koehn, Hamilton

Deb Kaufman, Cambridge

Tim Kelly, Stratford

Kelly Kobitz, Delhi

Carolyn Levesque, Windsor

Lionel MacEachern, Hamilton

Julia McAninch, Oro Station

Sharon McMahon, Guelph

Frank Menezes, Brampton

Scott Molnar, Nepean

James Montgomery, Welland

Tony Morello, Angus

Brian Ogilvie, St. Catharines

Jean Patenaude, Cornwall

Joe Pereira, Orangeville

Toni Pettitt, Hawkestone

Marc Praill, Harrow

Sandra Proulx, Gloucester

Fitzroy Reid, Toronto

Mary Shaw, Waterloo

Dale Simon, Thunder Bay

Melody Slattery, Hamilton

Leighton Stephenson, Brampton

Louise Summers, Cornwall

Harry Sutton, Scotland

Karen Vaughan, Picton

Lori Wallis, Cambridge

Chris Watson, Arthur

Kimberley White, Thunder Bay

LOCAL 633 EXECUTIVE BOARD:

President

Dan Bondy, Amherstburg

Secretary-Treasurer

Marylou Mallett, Arthur

Vice-Presidents

Brian Kozlowski, Thunder Bay

Tony Nigro, Brampton

Brad Wigle, Tecumseth

What You Get For Your Union Dues

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

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

movies, cable television or "impulse" gifts.

WHAT IS A UNION STEWARD?

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

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

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

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

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

UNION SCHOLARSHIPS, TRAINING AND EDUCATION

Locals 175 & 633 are advocates of lifelong learning. We understand the need for training and education in the workplace resulting from technological change, corporate restructuring and the abandonment by governments of the training and education of the workforce.

To address that need Locals 175 & 633 offer the most ad-

vanced and accessible Membership Training & Education program in Canada. Members can choose from a variety of free educational opportunities including: an extensive list of online programs with over 100 courses accessible 24 hours a day, seven days week; computer training in-class or on-line; English as a second language (ESL); skills upgrading or Ontario Secondary School Diploma credits delivered in conjunction with local school boards; and courses such as CPR, First Aid and Women's Self-Defence. Call the Training Centre or visit our Web site for current offerings.

We are committed to ensuring our stewards are equipped with the knowledge and tools they need to face their employers and offer an extensive list of courses, from introductory to advanced, including stewardship, collective bargaining, union organizing and health & safety.

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

In addition, every year the Locals offer paid training for stewards and members conducted at the Locals' Training & Education Centre in Mississauga. Scholarships are awarded twice annually to stewards province-wide to attend these week-long, in-depth training and education seminars. The training offered changes when needed to ensure that stewards receive relevant practical skills so they can be well-informed educated representatives of the Union in their workplaces.

Each year, the Local Union also offers 56 scholarships, valued at \$1,000 each, to Locals 175 & 633 UFCW Canada members and their children, who are pursuing a post-secondary education. For more information please contact the Locals 175 & 633 Training Centre at 905-821-8329 or 1-800-565-8329, or visit www.ufcw175.com.

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

WORKPLACE SAFETY AND INSURANCE ACT (WSIA) Formerly WORKERS COMPENSATION ACT

The Workplace Safety and Insurance Act (WSIA), formerly Workers Compensation Act, is an insurance program to protect workers from health-care costs and loss of income due to job-related disabilities. Here are answers to some commonly asked questions:

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

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

2. IS THERE AN EXTENSION OF TIME?

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

3. WHAT FORMS MUST BE COMPLETED TO RECEIVE BENEFITS?

Section 22 (4)... A claim must be on a form approved by the Board and must be accompanied by such information and documents as the Board may require. Use Form 6 - Employee's Report of Injury.

4. WHAT CONSENT OF DISCLOSURE IS REQUIRED?

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

5. FAILURE TO FILE?

Section 22 (6)... If the claimant does not file the claim with the Board in accordance with this section or does not give the consent required by sub-section (5) no benefits shall be

provided under the insurance plan unless the Board, in its opinion, decides that it is just to do so.

6. NOTICE TO EMPLOYER?

Section 22 (7)... The claimant shall give a copy of his or her claim to the worker's employer at the time the claim is given to the board. The employer must supply a copy of the Form 7, along with any and all amendments, to the employee.

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

Section 23 (3)... A person receiving benefits under the insurance plan or who may be entitled to do so shall notify the Board of a material change in circumstances in connection with the entitlement within 10 days after the material change occurs.

8. WAGES FOR DAY OF ACCIDENT?

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

9. EMPLOYMENT BENEFITS?

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

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

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

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

- (a) contacting the worker as soon as possible after the in-

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

WORKER'S DUTY?

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

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

11. NOTICE OF DISPUTE?

Section 40 (6)... The employer or the worker shall notify the Board of any difficulty or dispute concerning their cooperation with each other in the worker's early and safe return to work. A Board mediator may be assigned to mediate the dispute.

12. OBLIGATION TO RE-EMPLOY?

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

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

employer shall:

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

TIME LIMITS

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

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

Your local union has a benefits department that will answer any questions you may have in regard to filing or appealing a WSIB claim. Contact your union office.

EMPLOYMENT INSURANCE

(formerly UNEMPLOYMENT INSURANCE)

On June 30, 1996, the Employment Insurance Act came into effect. Additional changes became effective January 1, 1997 and December 31st, 2000. The new system reflects a fundamental restructuring of the old Unemployment Insurance system.

"Where to Apply?"

Apply at the local Human Resource Centre of Canada. Check the telephone directory under Human Resources Development Canada or Canada Employment Centre for the office nearest you.

Regular Benefits:

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

- you have been without work and without pay for at least seven consecutive days;
- you have paid into the EI account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

In most cases you will receive 55% of your insured earnings to a maximum of \$413 per week. Claimants who are in a low income family (an income of less than \$25,921) with children and receive the Child Tax Benefit will receive a Family Supplement based on your Child Tax Benefit. Your benefit rate can be increased to a maximum of 65% but not greater than the maximum benefit rate of \$413 (2001).

Claimants can collect benefits between 14 and 45 weeks depending on the unemployment rate in their region, and the number of hours they have worked in the last 52 weeks.

How to Calculate the Benefit Amount?

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

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

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

Intensity Rule:

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

Work Credits:

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

Sick Benefits:

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

Maternity Benefits:

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

INDEX

Article	Page
1. Bargaining Agency	1
2. Management Rights	3
3. Employee and Union Co-operation	4
4. Union Security	6
5. Hours of Work	7
6. Overtime Rate of Pay	10
7. Statutory Holidays	10
8. Rest Periods	12
9. Wages	12
10. Travel Time	14
11. Vacations	15
12. Maternity Leave	17
13. Jury Duty	17
14. No Strike – No Lockout	18
15. Seniority	18
16. Discharge of Employees Subject to Arbitration	23
17. Notice Required for Pay in Lieu of Notice in Cases of Dismissal	23
18. Business Agents Visits	24
19. Complaints and Grievance Procedure	24
20. Cash Shortages	28
21. Bereavement Leave With Pay	29
22. Leave of Absence Without Pay	29
23. Health and Welfare	29
24. Pension Plan	32
25. Disciplinary Interviews	32
26. Employee Privileges	33
27. Union Decal	33
28. Expiration and Renewal	33

PART-TIME APPENDIX "A"

1. Bargaining Agency	35
2. Management Rights	35
3. Employee and Union Co-operation	35
4. Union Security	35
5. Hours of Work	35
6. Statutory Holidays	36

INDEX (continued)

Article	Page
7. Rest Periods	37
8. Vacations.....	37
9. No Strike – No Lockout	37
10. Seniority	38
11. Discharge of Employees Subject to Arbitration	41
12. Notice Required for Pay in Lieu of Notice in Cases of Dismissal.....	41
13. Business Agents Visits.....	41
14. Complaints and Grievance Procedure	41
15. Cash Shortages	41
16. Wages.....	41
17. Jury Duty	41
18. Maternity Leave.....	42
19. Bereavement Leave	42
20. Travel Time.....	42
21. Leave of Absence Without Pay.....	42
22. Disciplinary Interviews	42
23. Health and Welfare	42
24. Expiration and Renewal	43
Appendix B-1 Wages (Full-Time).....	44
Appendix B-2 Wages (Full-Time Home Health Care).....	45
Appendix B-3 Wages (Part-Time).....	46
Appendix B-4 Wages (Part-Time Home Health Care).....	47
Appendix C Letters of Agreement	
Letter of Agreement # 1 Cosmetic Commission.....	48
Letter of Agreement # 2 Protocol for New Stores and Acquisitions	51
Letter of Agreement # 3 Technological Change	53
Letter of Agreement # 4 Staff Training.....	54
Letter of Agreement # 5 Leukemia Fund.....	55
Letter of Agreement # 6 Liability Insurance.....	56
Letter of Agreement # 7 L.P.I. LawNET Program.....	57
Letter of Agreement # 8 Service Seniority and Wages Pharma Plus B/U	58
Letter of Agreement # 9 Home Health Care	59
Letter of Agreement #10 Signing of Letters	60

THIS AGREEMENT made and entered into as of 11th
day of May, 2012

BETWEEN:

PHARMX REXALL DRUGSTORES LTD.
(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 agent for all employees at its retail stores in the Province of Ontario, excluding the City of Ottawa, save and except Assistant Store Manager, third party Pharmacies and Non-Retail Pharmacy Clinics, 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.

- (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 of thirty-two (32) to forty (40) hours per week, as defined in Article 5.01.
- (b) The term part-time employee or part-time employees whenever herein used, shall mean employees scheduled to work less than a normal work week of thirty-two (32) hours.

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

Pharmx Rexall Drugstores Ltd. has a zero tolerance policy for workplace violence. Pharmx Rexall Drugstores Ltd. 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 re-

spect 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) 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 (a) 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 between thirty-two and forty (40) hours per week. These hours shall be scheduled in any four (4) or five (5) days per week. 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.
- (b) An employee who is scheduled to work thirty-two (32) hours per week will be scheduled eight (8) hours per day, however, such employee may be scheduled for an additional shift of not less than four (4) hours and not more than eight (8) hours for the fifth day of the work week. There

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

- (c) In the event that it is necessary to reduce the hours of work of a forty (40) hour per week employee to thirty-two (32) hours per week for a period of twelve (12) consecutive weeks the lay-off procedure in Article 15.00 shall apply.

Prior to such reduction of hours, a thirty-two hour work week may be offered to other interested employees.

5.02 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. 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 Manger for one hundred and twenty (120) days. The Company will copy 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 four (4) evenings per week which shall be equal-

ly rotated amongst the Full-Time employees within the classification. Notwithstanding the above, employees who wish to work more than four (4) evenings per week can do so on a mutually agreed basis. It is recognized that this may not be possible due to the needs of the business.

(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 by filing it with the Regional Director within five (5) working days after the circumstances giving rise to the complaint have occurred or come to the attention of the individual grievor.

(c) Day shifts are shifts which end prior to 6:30 p.m.

5.05 The Company will adjust the wages of any employee who performs the key functions of a higher position for a minimum of four (4) 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 every fourth (4th) Saturday and Sunday. The Union agrees that this may not always be practical due to scheduling difficulties and operational requirements.

5.07 (a) A part-time employee or a combination of part-time employees shall not be scheduled to the extent they displace, replace or prevent a full-time employee from being scheduled forty (40) hours per week.

(b) Part-time employees shall not be scheduled over a three (3) month period in a manner so as to displace or prevent the hiring of a regular full-time employee as outlined in (a) above with the ex-

ception of hours worked by part-time employees to relieve full-time employees who are absent for any reason.

- 5.08 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 OVERTIME RATE OF PAY

- 6.01 Authorized overtime, at the rate of time and one-half (1 ½) the regular hourly shall be paid for time worked over forty-two (42) hours in any one (1) week or nine (9) hours in a day. There shall be no pyramiding of overtime payments. 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	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Family Day
Floating Holiday	

and all other public holidays proclaimed by Civic, Federal, or Provincial Governments. In the case of a holiday proclaimed by the City or Municipality, the holiday is applicable to only those stores that are closed. The floating holiday is to be taken in the calendar year it becomes due subject only to the

completion of the probationary period. During the period December 1 to 31 employee requests to take the floating holiday will be subject to the needs of the business.

- 7.02 All Full-Time employees regularly scheduled to work on a holiday referred to in Article 7.01 (a), will be paid a regular day's pay for such holiday whether they work or not, and employees required to work shall be paid an additional amount at the rate of time and one-half (1 ½) hours worked. Such overtime shall be offered to the Senior Volunteer within the classification.
- 7.03 The Company and the Union may agree in advance to exchange Good Friday for Easter Monday in a particular store.
- 7.04 In order for an employee to receive Statutory Holiday pay, they must not have been absent from work on their scheduled work day prior to or following such holiday, unless the absence was justified on bona fide grounds provided for under this collective agreement.
- 7.05 (a) In a week in which one (1) Statutory Holiday occurs, the normal basic work week for Full-Time employees shall be reduced by eight (8) hours for said holiday, or the number of working hours occurring and ordinarily observed in a day upon which the holiday occurs.
- (b) In a week in which two (2) Statutory Holidays occur, the normal basic workweek for Full-Time employees shall be reduced by eight (8) hours for each holiday, or the number of working hours occurring and ordinarily observed in the days upon which the holidays occur.
- 7.06 Holiday pay for Full-Time employees will be computed on the basis of eight (8), hours for each such holiday.

ARTICLE 8 REST PERIODS

- 8.01 Employees working four (4) hours in any one (1) day shall receive one (1) rest period, with pay. Employees scheduled eight (8) hours or more in any one (1) day shall receive two (2) rest periods, with pay. Rest periods shall be of fifteen (15) minutes duration and scheduled by the Company as near as possible to the midway point of the work period. The lunch period shall be one-half (1/2) hour without pay.

ARTICLE 9 WAGES

- 9.01 (a) (i) 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.
- (ii) Red circled employees shall maintain their rate of pay for the term of the collective agreement.
- (b) Appendix "A", "B" and "C" attached hereto shall form part of this agreement.
- (c) **Pharmacy Assistant**
In recognition of recently enacted legislation, the present Certified Pharmacy Technician classification will be renamed "Pharmacy Assistant." All employees currently classified as Certified Pharmacy Technicians will be moved into the Pharmacy Assistant classification.

Registered Pharmacy Technician Classification (RPHT)

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

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

OR

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

AND

(iii) Successfully completed the PEBC Qualifying exam.

(iv) Is a Member in good standing with the provincial College of Pharmacists (i.e.: OCP).

As of date of ratification, employees who have attained status as a Registered Pharmacy Technician who provide proof to the employer of such will be placed on the wage grid as a Registered Pharmacy Technician at the top rate.

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

- 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 Relieving Rate of Pay for Management

- (a) When an employee accepts to be "In Charge" in the absence of the Store Manager for one (1) full week or more, such employee shall receive a premium of two dollars (\$2.00) per hour for all hours worked during the Store Managers absence. The above named employee shall chosen at the sole discretion of the Company
- (b) When an employee accepts to be "In Charge" for store closing, such shall receive a premium of one dollar (\$1.00) per hour for two (2) hours that day. Management duties will be as assigned and such employee shall be required to close the store at the end of the business day.
- (c) When an employee is assigned to open the store and to be "In Charge" for store opening, such shall receive a premium of one dollar (\$1.00) per hour for their first two (2) hours of work. Management duties will be as assigned.

**ARTICLE 10
TRAVEL TIME**

- 10.01 Any employee who is transferred from one store to another during the regular working day, by mutual agreement, or to attend meetings at the Company's direction at a place other than their store, shall be paid his or her hourly rate for all traveling time.
- 10.02 Employees shall be compensated for actual expenses of public or private transportation if such transporta-

tion 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 of service but less than five (5) years of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive two (2) weeks at 4% vacation pay.

Employees who shall have completed five (5) years of service but less than ten (10) 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) years of service but less than fifteen (15) years of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive four (4) weeks at 8% vacation pay.

Employees who shall have completed fifteen (15) years of service but less than twenty (20) years of

continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive five (5) weeks at 10% vacation pay.

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

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

11.03 A 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 31st. It is understood that all Full-Time employees shall have preference of vacation dates over all part-time employees up until April 30.

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

- 11.04 An employee who submits a written request for advance vacation pay to the Store Manager, at least six (6) weeks prior to going on vacation, shall receive (from either Payroll or a cash advance from the Store Manager) their advanced net vacation pay for that vacation period prior to going on that vacation.

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

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

ARTICLE 12 MATERNITY LEAVE

12.01 Maternity/Parental Leave

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

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

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

ARTICLE 13 JURY DUTY

- 13.01 If an employee is required to serve as a juror in any Court of Law or is required by subpoena to attend a Court of Law in 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, as defined in the Labour Relations Act, during the life of this Agreement.

ARTICLE 15 SENIORITY

- 15.01 (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 the ninety (90) calendar day probationary period, and shall be computed from the date of his first employment.

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

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

15.02 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 lay-off 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.

15.03 The Company agrees to give two (2) weeks' notice prior to changing an employee's status from Full-Time to part-time.

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

15.05 **LAY-OFFS**

1. **Layoffs – Full-Time**

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

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

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

- 1. their own Store
- 2. the City
- 3. a Store within a 20 mile radius of their own Store
- 4. the business region
- 5. the bargaining unit

- (B) Lateral classifications (at the same pay rate):
Where they have the ability and willingness to perform the work in any one of the following locations:
1. their own Store
 2. the City
 3. a Store within a 20 mile radius of their own Store
 4. the business region
 5. the bargaining unit
- (C) Lower classification (at a lower pay rate):
Where they have the ability and willingness after a two (2) day training period to satisfactorily perform the work in any one of the following locations:
1. their own Store
 2. the City
 3. a Store within a 20 mile radius of their own Store
 4. the business region
 5. the bargaining unit
- (D) Part-Time classifications:
Where they have the ability and willingness after a two (2) day training period to satisfactorily perform work in the classifications (lateral or lower), as described in (a), (b), and (c) above, in any one of the following locations:
1. their own Store
 2. the City
 3. a Store within a 20 mile radius of their own Store
 4. the business region
 5. the bargaining unit
- (E) Take the layoff with recall rights.

2. Lay-offs – Part-Time

As per the Full-Time application, it is understood that part-time employees may not displace Full-Time employees.

3. Recall

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

1. their own Store
2. the City
3. a Store within a 20 mile radius of their own Store
4. the business region
5. the bargaining unit

(b) Full-Time employees who elected A., B., C., D., or E. above shall have the “preferred” right to return to their former position in their former store for 6 months.

(c) Full-Time employees who elected B. or C. above will lose their recall rights to their former classification for declining to accept recall to their former classification or after six months have elapsed since layoff.

(d) Employees who elect D. above, as a result of layoff, will have “preferred” seniority over part-time employees for the selection of hours, and for further layoffs, for one full selection of hours period as per Part-Time Article 10.05. Refusing to accept recall to their Full-Time classification will result in a loss of preferred seniority over part-time employees for the selection of hours and further layoffs.

(e) Employees who have elected D above as

a result of layoff will lose their Full-Time seniority rights after six (6) months have elapsed since layoff.

- (f) Full-Time employees who elected E above will lose their bargaining unit seniority for failure to respond to recall as per Article 15.02 (d).

ARTICLE 16

DISCHARGE OF EMPLOYEES SUBJECT TO ARBITRATION

- 16.01 If an employee is of the opinion that there has been an improper dismissal and same is not adjusted by mutual agreement, then such dismissal may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration Article of this Agreement.
- 16.02 It is understood that the Company may discharge an employee who has not completed her probationary period for any reason satisfactory to the Company, and such discharge shall not be the subject of a grievance. It is also understood that the Company may discharge an employee who has been found unacceptable to the Company's Bonding Company, and such discharge shall not be the subject of a grievance.
- 16.03 The specific penalty for proven pilferage shall be discharge 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
COMPLAINTS AND GRIEVANCE PROCEDURE

19.01 **Complaints**

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

19.02 **Adjustment of Grievances**

Any complaint, disagreement, or differences of opinion between the Company and the Union, or between the Company and an employee covered by this

Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement may be considered as a grievance.

- 19.03 Any individual grievance which is not presented within fourteen (14) working days following the event giving rise to such grievance, or within fourteen (14) working 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..
- 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 griev-

ance 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 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:

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 Dissanayake, 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 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 to 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
BEREAVEMENT LEAVE WITH PAY

- 21.01 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,; step-parents, step-children, common-law spouse as defined by law.
 - (b) three (3) days – parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
 - (c) one (1) day – grandparents-in-law.

ARTICLE 22
LEAVE OF ABSENCE WITHOUT PAY

- 22.01 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.

ARTICLE 23
HEALTH AND WELFARE

- 23.01 (a) **Life Insurance Benefits**
The Company agrees to pay 100% of the premium cost for each Full-Time employee, effective the first of the month upon completion of three (3) months continuous service. Total Life Insurance is one and one-half your total annual salary, reducing by 50% at age 65.
- (b) **Accidental Death and Dismemberment Benefits**
The Company agrees to pay 100% of the premium cost for each Full-Time employee, ef-

fective the first of the month upon completion of three (3) months continuous service. Total Accidental Death and Dismemberment Insurance is up to 150% of annual earnings.

(c) **Short Term Disability**

The Company agrees to pay one hundred (100) per-cent of the premium cost for each Full-Time employee, effective the first of the month upon completion of three (3) months continuous service. Coverage – 66 2/3 of base salary of your gross weekly earnings, to a maximum of seventeen (17) consecutive weeks of absence due injury or illness. Coverage commences after a ten (10) day waiting period in the event of sickness or accident.

All full time employees shall be credited with ten (10) sick days per year, paid at 66 2/3 of the employee's base salary. These sick days are inclusive of the seventeen (17) week STD Plan.

(d) **Long Term Disability**

The Company agrees to pay one hundred (100) per-cent of the premium cost for each Full-Time employee, effective the first of the month upon completion of three (3) months continuous service. Coverage – 66 2/3 of base salary of the first \$2,250.00 of your gross monthly earnings plus 40% of the remainder to a maximum of \$10,000.00 or 85% of your pre-disability income whichever is less, effective after 17 consecutive weeks of absence due injury or illness.

(e) **Extended Health Care**

The Company agrees to pay 100% per-cent of premium cost for each Full-Time employee and her dependants when eligible for the following

benefits, subject to a 25% deductible per calendar year, effective the first of the month upon completion of three (3) months continuous service.

(i) **Semi-Private Room**

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

(ii) **Major Medical**

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

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

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

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

(f) **Pay Direct Drug Plan**

The Company agrees to pay 100% of the premium cost for each full-time employee effective the first of the month upon completion of three (3) months continuous service for 80% coverage of the cost of generic equivalent drugs or upgrade bundle at the employee's expense pays for 100% of the cost of generic drug equivalents.

(g) **Optical Plan**

The Company agrees to pay 100% of the pre-

mium cost for each full-time employee effective the first of the month upon completion of three (3) months continuous service. Coverage – maximum of two hundred dollars (\$200.00) or at the employee's expense upgraded bundle to a maximum of three hundred (\$300.00) dollars every two (2) years for new or changed prescriptions for the employees and their reported dependants.

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.

23.02 United Food and Commercial Workers Trusteed Dental Plan

Effective on ratification, the Company agrees to contribute thirty-two cents (32¢) 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 March 1, 2013 – increase to thirty-three cents (33¢) (only if required by the Trustees of the plan). Effective March 1, 2014 – increase to thirty-four cents (34¢) (only if required by the Trustees of the plan).

ARTICLE 24 PENSION PLAN

24.01 All full time employees shall be covered by the Katz Group Pension Plan and shall be governed by the plan text for store associates.

ARTICLE 25 DISCIPLINARY INTERVIEWS

25.01 (a) When an employee is to be interviewed by the Company or Security regarding discipline or

dismissal, the union steward, or in the absence of the union steward any other bargaining unit member of the employee's choice in their store will be present to observe the discussion.

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

ARTICLE 26 EMPLOYEE PRIVILEGES

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

ARTICLE 27 UNION DECAL

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

ARTICLE 28 EXPIRATION AND RENEWAL

- 28.01 This agreement shall be effective from January 5, 2012 to January 4, 2015, and shall continue in full force and effect thereafter from year to year, except that either party may, at any time within ninety (90) days before the expiry date of such Agreement, give notice in writing to the other party of their intentions to revise or abrogate this Agreement.

DATED at Mississauga, Ontario, this 18th day of May ,
2012.

FOR THE UNION

Sylvia Groom

Sylvia Groom

Harold Sutton

Harold Sutton

Heather Campbell

Heather Campbell

Cathy Simmons

Cathy Simmons

Christina Parker

Christina Parker

Shannon Brody

Shannon Brody

Sue Neadow

Sue Neadow

Jason Hanley

Jason Hanley

Shawn Haggerty

Shawn Haggerty

FOR THE COMPANY

Stacy Panek

Stacy Panek

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 less than thirty-two (32) hours per week.
- (b) The Company agrees to post in ink an Hours of Work Schedule for part-time employees by Monday at 5:00PM of each week for the week commencing the Sunday following. It is understood that such schedule may be changed by mutual agreement between the Manager and employee. Such schedule shall be accessible to all employees and Union Representative. Work schedule shall refer to an employee by his/her full name, and copy of the work schedule shall be kept by the Store Manager for one hundred and twenty

(120) days. The Company will copy the Steward, if requested.

- 5.02 Authorized overtime at the rate of time and one-half (1 ½) of the regular hourly rate, shall be paid for time worked over forty-two (42) hours in any one (1) week or nine (9) hours in a day. Such overtime shall be offered to the Senior Volunteer within the classification.
- 5.03 The Company agrees that employees shall not work split shifts.
- 5.04 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 for the above mentioned holidays provided:

- (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 payment for the holiday will be based on the total hours worked, including any paid holiday time taken, and any paid bereavement leave time taken during the four (4) weeks immediately preceding the holiday divided by the number of shifts worked. For the purpose of determining entitlement and payment calculation, where an authorized leave for vacation occurs during the above four (4) weeks, the four (4) week period will be extended by the equivalent vacation period. That four (4) week period (preceding the holiday) shall be used for entitlement and calculation of holiday pay. Such overtime shall be offered to the Senior Volunteer within the classification.

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

ARTICLE 7 – REST PERIODS

As per article 8.01 of the Full-time Agreement

ARTICLE 8 – VACATIONS

- 8.01 The vacation entitlement for part time employees is as per Article 11.01 of the Full-time Agreement.

ARTICLE 9 – NO STRIKE – NO LOCKOUT

As per Article 14 of the Full-time Agreement

ARTICLE 10 – SENIORITY

- 10.01 (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 five hundred (500) hours worked.
- 10.02 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 lay-off 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.

- 10.03 (a) Part-time employees who are desirous of becoming full-time employees shall inform the Human Resources Department, on or about November 15 of each year using the proscribed form. Confirmation of receipt will be returned to the employee.
- (b) Where more than one part time employee is desirous of becoming a full time employee the Company shall take into account:
- (i) The ability and qualifications of the individual to fulfil the requirements of the job,
 - (ii) The seniority ranking of the applicants,
 - (iii) where ability and qualifications of candidates are relatively equal, seniority shall govern.
- 10.04 (a) A part time employee hired to full time status 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.

10.05 **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 thirty-two (32), 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 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 qualifications to perform the available work.

- 10.06 (a) A part-time employee or a combination of part-time employees shall not be scheduled to the extent they displace, replace or prevent a full-time employee from being scheduled forty (40) hours per week.
- (b) Part-time employees shall not be scheduled over a three (3) month period in a manner so as to displace or prevent the hiring of a regular full-time employees as outlined in (a) above with the exception of hours worked by part-time employees to relieve full-time employees who are absent for any reason.
- 10.07 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.
- 10.08 The Company agrees to supply the Local Union Office with seniority lists by Store and city, and bargaining unit in October of each year.
- 10.09 **Lay-offs and Recall**
As per Article 15.08 of the Full-time Agreement.

**ARTICLE 11 –
DISCHARGE OF EMPLOYEES
SUBJECT TO ARBITRATION**

As per Article 16 of the Full-time Agreement

**ARTICLE 12 –
NOTICE REQUIRED FOR PAY IN LIEU OF NOTICE
IN CASES OF DISMISSAL**

As per Article 17 of the Full-time Agreement

ARTICLE 13 – BUSINESS AGENTS VISITS

As per Article 18 of the Full-time Agreement

**ARTICLE 14 –
COMPLAINTS AND GRIEVANCE PROCEDURE**

As per Article 19 of the Full-time Agreement

ARTICLE 15 – CASH SHORTAGES

As per Article 20 of the Full-time Agreement

ARTICLE 16 – WAGES

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

ARTICLE 17 – JURY DUTY

17.01 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 18 – MATERNITY LEAVE

As per Article 12 of the Full-time Agreement

ARTICLE 19 – BEREAVEMENT LEAVE

As per Article 21 of the Full Time Agreement

ARTICLE 20 – TRAVEL TIME

As per Article 10 of the Full-time Agreement

ARTICLE 21 – LEAVE OF ABSENCE WITHOUT PAY

21.01 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 and shall not be unreasonably denied.

ARTICLE 22 – DISCIPLINARY INTERVIEWS

As per Article 26 of the Full-time Agreement

ARTICLE 23 – HEALTH AND WELFARE:

23.01 **United Food and Commercial Workers Trusteed Dental Plan**

Effective on ratification, the Company agrees to contribute thirty-two cents (32¢) 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 March 1, 2013 – increase to thirty-three cents (33¢) (only if required by the Trustees of the plan). Effective March 1, 2014 – increase to thirty-four cents (34¢) (only if required by the Trustees of the plan).

23.02 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 24 – EXPIRATION AND RENEWAL

As per Article 28 of the Full-time Agreement

APPENDIX B-1

Full-Time Employees

Effective
Date of
Ratification Effective
5 Jan
2013 Effective
5 Jan
2014

Job Classifications	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	Step 9
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	48 Months	48 Months
Registered Pharmacy Technician	16.00	-	16.50	-	17.00	-	17.50	-	18.00	18.20	18.40
Pharmacy Assistant	11.00	11.25	11.50	12.00	12.25	12.75	13.75	14.00	16.00	16.20	16.40
Cosmetician	10.25	-	10.75	-	11.50	11.75	12.00	12.25	13.40	13.60	13.80
Merchandise Clerk	10.25	-	10.50	-	11.00	-	11.75	-	12.90	13.10	13.30
Postal Clerk	10.25	-	10.50	-	11.00	-	11.75	-	12.90	13.10	13.30
Sales Clerk/Driver/Stock Clerk	10.25	-	10.50	-	11.00	-	11.75	-	12.90	13.10	13.30

For the purpose of implementation of the new Grid the following shall apply: When an employee is placed on the new grid the employee will receive the same wage rate they were receiving previously, provided their former wage rate is set out in the new grid. If their wage rate is not set out in the range of the new grid, then the employees wage rate will be that of the next higher rate in the range on the new grid. In all cases, the employee's movement across the range on the new grid will commence at the rate in the range of the new grid. This clause does not apply to former Dell Employees who are placed on grid according to Letter of Agreement #2.

- 1) Effective January 5, 2013 all employees shall receive twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
 - 2) Effective January 5, 2014 all employees shall receive a twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
- All full time employees above the top rate shall receive a lump sum of \$400.00 in years 2 and 3.

APPENDIX B-2

Full-Time Home Health Care

Job Classifications	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Effective Date of Ratification	Effective 5 Jan 2013	Effective 5 Jan 2014
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	48 Months	48 Months	
Registered Nurse	-	-	-	-	-	-	-	-	22.50		22.70	22.90
Registered Practical Nurse	-	-	-	-	-	-	-	-	17.75		17.95	18.15
HHC Service Technician 2	16.00	-	16.50	-	17.00	-	17.50	-	18.00		18.20	18.40
HHC Service Technician 1	14.00	-	14.50	-	15.00	-	15.50	-	16.00		16.20	16.40
HHC Service Coordinator Bookkeeper	11.00	-	11.75	-	12.50	-	13.25	-	14.00		14.20	14.40
HHC Sales Clerk / HHC Drivers / HHC Fitters	10.70	-	11.25	-	12.00	-	12.75	-	13.85		14.05	14.25

- 1) Effective January 5, 2013 all employees shall receive twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
 - 2) Effective January 5, 2014 all employees shall receive a twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
- All full time employees above the top rate shall receive a lump sum of \$400.00 in years 2 and 3.

APPENDIX B-3

Part-Time Employees

Effective
Date of
Ratification Effective
5 Jan
2013 Effective
5 Jan
2014

Job Classifications	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	Step 9
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	48 Months	48 Months
Registered Pharmacy Technician	16.00	-	16.50	-	17.00	-	17.50	-	18.00	18.20	18.40
Pharmacy Assistant	11.00	11.25	11.50	12.00	12.25	12.75	13.75	14.00	16.00	16.20	16.40
Cosmetician	10.25	10.50	10.75	11.00	11.50	-	12.00	12.25	12.40	12.60	12.80
Postal Clerk	10.25	-	10.50	-	11.00	-	11.40	-	11.70	11.90	12.10
Sales Clerk / Driver / Stock Clerk Merchandise Clerk / Receiver	10.25	-	10.50	-	11.00	-	11.40	-	11.70	11.90	12.10

For the purpose of implementation of the new Grid the following shall apply: When an employee is placed on the new grid the employee will receive the same wage rate they were receiving previously, provided their former wage rate is set out in the new grid. If their wage rate is not set out in the range of the new grid, then the employees wage rate will be that of the next higher rate in the range on the new grid. In all cases, the employee's movement across the range on the new grid will commence at the rate in the range of the new grid. This clause does not apply to former Dell Employees who are placed on grid according to Letter of Agreement #2.

- 1) Effective January 5, 2013 all employees shall receive twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
 - 2) Effective January 5, 2014 all employees shall receive a twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
- All part-time employees above the top rate shall receive a lump sum of \$200.00 in years 2 and 3.

APPENDIX B-4

Part-Time Home Health Care

Effective Date of Ratification Effective 5 Jan 2013 Effective 5 Jan 2014

Job Classifications	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 9	Step 9
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	48 Months	48 Months
Registered Nurse	-	-	-	-	-	-	-	-	22.50	22.70	22.90
Registered Practical Nurse	-	-	-	-	-	-	-	-	17.75	17.95	18.15
HHC Service Technician 2	16.00	-	16.50	-	17.00	-	17.50	-	18.00	18.20	18.40
HHC Service Technician 1	14.00	-	14.50	-	15.00	-	15.50	-	16.00	16.20	16.40
HHC Service Coordinator Bookkeeper	10.25	10.50	10.75	11.00	11.80	-	12.10	-	12.40	12.60	12.80
HHC Sales Clerk / HHC Drivers / HHC Fitters	10.25	-	10.50	-	11.10	-	11.40	-	11.70	11.90	12.10

- 1) Effective January 5, 2013 all employees shall receive twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
 - 2) Effective January 5, 2014 all employees shall receive a twenty cents (20¢) per hour increase. (only top rate adjusted by 20¢)
- All part-time employees above the top rate shall receive a lump sum of \$200.00 in years 2 and 3.

APPENDIX "C-1"
LETTER OF AGREEMENT #1

Between:

PHARMX REXALL DRUGSTORES 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 Pharmx Rexall Drugstores Ltd., whether full-time or part-time, in the stores covered by this collective agreement. 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 Hours	Commission Paid
A)	01/01/96	320 +	(5 x 2 x 12) =		440 x \$2,500 %	760 =	\$1,447.37
B)	01/01/94	152 +	(7 x 2 x 12) =		320 x \$2,500 %	760 =	\$1,052.63

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

Sylvia Groom

Sylvia Groom

FOR THE COMPANY

Stacy Panek

Stacy Panek

APPENDIX "C-2"
LETTER OF AGREEMENT #2

Between:

PHARMX REXALL DRUGSTORES 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 acquisition)

Full-time positions will be filled first by employees on layoff, then on file as per article 15.01 (b) full-time and 10.03 part-time. Thereafter unfilled full-time positions will be posted throughout the bargaining unit.

2. Acquisitions rolled into a new Rexall store.

For acquisitions rolled into a new Rexall 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 Rexall store, future positions will be filled pursuant to article 15.01 (b) full-time and 10.03 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.

6. Newly Organized Units

- (a) Employees employed at a company retail location which is not part of the Pharmx Rexall Collective Agreement shall upon certification be covered by all terms and conditions of the Pharmx Rexall Collective Agreement for all stores in the province of Ontario.
- (b) Service and seniority dates shall be in accordance with provision # 5 above.
- (c) Upon notification by the Union the Sturgeon Falls Rexall store shall be covered by this Agreement.

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

Sylvia Groom
Sylvia Groom

FOR THE COMPANY

Stacy Panek
Stacy Panek

APPENDIX "C-3"
LETTER OF AGREEMENT #3

Between:

PHARMX REXALL DRUGSTORES LTD.

And

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

Re: TECHNOLOGICAL CHANGE

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

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom
Sylvia Groom

Stacy Panek
Stacy Panek

APPENDIX "C-4"
LETTER OF AGREEMENT #4

Between:

PHARMX REXALL DRUGSTORES 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 and Pharmacy Assistant course. The Company agrees that this letter will not be unreasonably applied.

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom
Sylvia Groom

Stacy Panek
Stacy Panek

APPENDIX "C-5"
LETTER OF AGREEMENT #5

Between:
PHARMX REXALL DRUGSTORES LTD.

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

Re: UFCW LEUKEMIA FUND

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

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom
Sylvia Groom

Stacy Panek
Stacy Panek

APPENDIX "C-6"
LETTER OF AGREEMENT #6

Between:

PHARMX REXALL DRUGSTORES LTD.

And

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

Re: LIABILITY INSURANCE

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

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom

Sylvia Groom

Stacy Panek

Stacy Panek

APPENDIX "C-7"
LETTER OF AGREEMENT #7

Between:

PHARMX REXALL DRUGSTORES 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 thirty (30) days from ratification.

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

Within thirty (30) days of ratification – \$6.00 per employee.

January 4, 2013 – \$6.00 per employee.

January 4, 2014 – \$6.00 per employee.

The Company agrees the above are annual amounts plus any applicable taxes 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 this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom

Sylvia Groom

Stacy Panek

Stacy Panek

APPENDIX "C-8"
LETTER OF AGREEMENT #8

Between:

PHARMX REXALL DRUGSTORES LTD.

And

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

**Re: SERVICE, SENIORITY AND WAGES
PHARMA PLUS DRUG STORE
BARGAINING UNIT EMPLOYEES**

This letter shall confirm agreement by the parties as follows:

Any UFCW Local 175 bargaining unit employee under the Phamx Rexall Collective Agreement who transfers into a Pharma Plus Drug Store after March 1, 2009 shall be credited with their Pharmx Rexall seniority date and service date provided the Pharma Plus Collective Agreement provides for the same under their collective agreement.

Any employee transferred after March 1, 2010 shall maintain their existing rate of pay or be placed on the wage scale with an increase whichever is greater and progress in the time interval shown.

Laid off Pharmx Rexall employees shall be considered for any employment opportunities in Pharma Plus stores which are not filled by bargaining unit employees prior to the Employer hiring from outside.

Laid off Pharma Plus bargaining unit employees shall be considered for employment opportunities in the Pharmx Rexall stores in same manner as outlined in the paragraph above.

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

Sylvia Groom

Sylvia Groom

FOR THE COMPANY

Stacy Panek

Stacy Panek

APPENDIX "C-9"

LETTER OF AGREEMENT #9

Between:

PHARMX REXALL DRUGSTORES LTD.

And

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

Re: HOME HEALTHCARE

The Home Healthcare business shall be covered by the terms of the Collective Agreement except as specifically amended by this letter of understanding:

The recognition clause shall include the following exclusions from the Collective Agreement:

1) Account Managers

The employees working in Home Healthcare shall be classified and paid in accordance in one of the following classification as attached. The wage schedule shall be incorporated into the main body of the Collective Agreement.

The current practice with respect to on call premium shall be maintained.

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom

Stacy Panek

Sylvia Groom

Stacy Panek

APPENDIX "C-10"
LETTER OF AGREEMENT #10

Between:

PHARMX REXALL DRUGSTORES LTD.

And

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

**Re: SIGNING OF LETTERS OF AGREEMENT
NUMBERS ONE (1) THROUGH NINE (9)**

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 Pharmx Rexall 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 | Liability Insurance |
| Letter of Agreement #7 | Law Protection Inc. |
| Letter of Agreement #8 | Service, Seniority and Wages
Pharmx Rexall Drug Store
Bargaining Unit Employees |
| Letter of Agreement #9 | Home Health Care |

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

Dated this 18th day of May, 2012 at Mississauga, Ontario.

FOR THE UNION

FOR THE COMPANY

Sylvia Groom

Sylvia Groom

Stacy Panek

Stacy Panek

Parental Benefits:

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

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

Employment Insurance Compassionate Leave:

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

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

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

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

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

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

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

Discharge or Quit:

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

For more information contact

**HUMAN RESOURCES DEVELOPMENT CANADA
or
CANADA EMPLOYMENT CENTRE**

Should you have a problem, contact your
Union Representative for help!

THE OCCUPATIONAL HEALTH & SAFETY ACT

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

Employer's Duties: Among other things, the employer must:

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

Supervisor's Duties: In stores, the Supervisor is normally

the Store Manager. He/she must:

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

Worker's Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

You must promptly notify your Supervisor of your refusal, who must then investigate the matter in your presence and that of a health and safety representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may con-

tinue to refuse to work, provided you believe the condition still constitutes a hazard.

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

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

Certified Member

Section 48(1) states that a certified member who receives a complaint that dangerous circumstances exist is entitled to investigate the complaint.

If in Doubt

If in doubt about the Right to Refuse, members should consult their Certified Worker Member, Health & Safety Committee Member, Union Steward or Local 175 Union Representative or call the Ministry of Labour.

The Entitlement to be Paid

Section 43(13) requires the employer to pay Health & Safety Committee members at "regular or premium rate, as may be proper."

BENEFITS DEPARTMENT



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Benefits
Representative



Sherree Backus
Benefits
Representative



Laurie Duncan
Benefits
Representative



Joanne Ford
Benefits
Representative



Joanne Harrow
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Representative



Georgina MacDonald
Intake
Representative

HEALTH & SAFETY DEPARTMENT



Janice Klenot
Senior Health & Safety
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Michele Miller
Health & Safety
Representative

BENEFITS & HEALTH & SAFETY DEPARTMENTS

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Lee Johnson-Koehn
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Bob Kearney
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Brad Morrison
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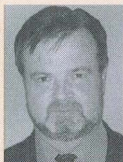
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REGION SIX



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Matt Davenport
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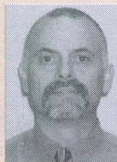
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95