

# COLLECTIVE AGREEMENT

Between

PHARMA PLUS DRUGMARTS LTD.

and

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

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# COLLECTIVE AGREEMENT

between

**PHARMA PLUS DRUGMARTS LTD.**

(Hereinafter referred to as the "Company")

and

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

(Hereinafter referred to as the "Union")

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## ARTICLE 1: PURPOSE

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

## ARTICLE 2: RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive representative and sole bargaining agent for all employees at its Retail Stores in the Regional Municipality of Ottawa Carleton, save and except Store Managers and persons above the rank of Store Manager, graduate and under graduate Pharmacists including Pharmacy Interns and Apprentice Pharmacists, and Clerical Administrators assigned to the Regional Office.
- 2.02 A person classified as a Management Trainee is a member of the bargaining unit until such time as the Company advises the Union that the trainee has successfully completed his training which shall be done within a period up to 12 months for Management Trainees not formerly in the

bargaining unit and up to six months for Management Trainees coming formerly from the bargaining unit.

- 2.03 (a) A regular full time employee shall mean an employee who is normally scheduled to work the normal hours set out in Article 9.01 herein.
- (b) A regular part time employee shall mean an employee who is normally scheduled to work no more than twenty four hours a week unless relieving for sickness, leaves of absence, holidays or vacations or emergencies.

### **ARTICLE 3: DUES COLLECTION**

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

### **ARTICLE 4: RIGHTS OF PARTIES TO AGREEMENT**

- 4.01 The Union agrees that it is exclusively the function of the Company to direct and control store operations, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable Company rules and regulations, to hire, lay off or assign employees' working hours, to suspend, transfer, promote, retire at the normal retirement age, demote, discipline and discharge non-probationary employees for proper cause. These are solely to be the rights and functions of the Management provided that these rights shall be exercised with due regard for the rights of the employees and further provided that these rights shall not be used for the purposes of discrimination against any employee.

- 4.02 Claims of discriminatory demotions and of unjust discipline or discharge shall be subject to the grievance procedure herein, provided that the penalty for proven or admitted misappropriation of funds, theft or other fraudulent actions may be discharge of non-probationary employees.

#### **ARTICLE 5: NO DISCRIMINATION OR INTIMIDATION**

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

#### **ARTICLE 6: REPRESENTATION, GRIEVANCE PROCEDURE, ETC.**

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

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

There shall be an earnest and honest effort to settle all grievances and disputes immediately. The procedure which shall govern the handling of

such grievances and disputes between the Company and its employees shall be as follows and not otherwise:

**Step No. 1:** Any employee subject to this Agreement believing he has been unjustly dealt with or that any of the provisions of this Agreement have not been complied with, shall take up the grievance with his Store Manager in an effort to effect a settlement. The employee's steward, or in the stewards absence, another employee of the employees choice who is in the workplace, may be involved at the request of the employee. **This** matter shall be taken up with the Store Manager within five (5) working days after the circumstances giving rise to the complaint have occurred. If the employee does not receive a satisfactory settlement within forty eight (48) hours, he shall place the grievance in writing with the Grievance Committee, to be taken up by them with the employee's Store Manager. It will be submitted on a Grievance Form supplied by the Union and shall include the nature of the grievance and the section or sections of the Agreement which are alleged to have been violated.

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

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

- 6.02 A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step No. 2.
- 6.03 (a) If the party filing a grievance does not process it from one step to the next within the time limits set out above, then the grievance will be considered to have been dropped by the party instituting the grievance. If the responding party does not respond within the time limits of the grievance procedure, then the grieving party may process the grievance to the next step.
- (b) The application of 6.03(a) above shall be subject to the principle that if a grieving party who has missed a time limit can show that there were

reasonable grounds for missing the time limit, then the other party shall waive the time limit, which has been missed.

- (c) In any event, any time limit may be waived by mutual consent in writing.

#### 6.04 **Arbitration**

- (a) When either party requests that a grievance be submitted to Arbitration that both parties will consent to the appointment of a single Arbitrator. The selection of the single Arbitrator will be on the basis of both parties submitting three names and agreeing on a potential Arbitrator from the names presented. Where the parties are unable to agree to an arbitrator, either party may request the Minister of Labour to appoint an arbitrator and such appointment shall be binding.
- (b) The Union and the Company agree that each will be responsible for one half of the fees and expenses of the Arbitrator.
- (c) No matter shall be submitted to arbitration by either party which has not been carried through all previous steps of the grievance procedure.
- (d) Any agreement reached between the Company and the Union to resolve a grievance shall be binding on both parties and upon any employee involved.
- (e) In reaching his or her decision the Arbitrator shall be governed by the provisions of this Agreement and shall have no authority to alter, amend or change the provisions of this Agreement in any way.
- (f) The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on the parties and the employees.

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

### **ARTICLE 7: SENIORITY**

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

There shall be a probationary period of each new employee of thirty-five (35) worked days or 3 months, whichever is less. A probationary employee may be discharged for any performance related reason deemed unsatisfactory to the company provided that such dismissal is not contrary to employment related statutes which would include the Human Rights Code, the Ontario Labour Relations Act and the Employment Standards Act.

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

#### **7.02 (a) Layoffs – Full Time**

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

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

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

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

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

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

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

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

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

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

(D) Part-Time Classification

Where they have the ability and willingness after a reasonable familiarization period to satisfactorily perform work in the



classification (lateral or lower), as described in (A), (B) and (C) above, in any one of the following locations:

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

(E) In the event of a Staff reduction and/or layoff in the Stock Clerk classification, the affected employee may bump a junior employee within the Sales Clerk Classification. If necessary the Company will provide a reasonable familiarization period to the affected employee to enable the employee to function satisfactorily as a Sales Clerk.

(F) Take the layoff with recall rights

(b) **Lay-offs – Part-Time**

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

(c) **Recall**

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

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

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

(c) Full time employees, who elect B. or C. above, will lose their recall rights to their former classification for declining to accept recall to their former classification or after six (6) months have elapsed since layoff.

(d) Employees who elect D. above. As a result of layoff, will have “preferred” seniority over part time employees for a period of six (6) months from the date of layoff. Refusing to accept recall to their full time classification will result in a **loss** of preferred seniority over part time employees for the selection of hours and further layoffs.

(e) Employees, who have elected D. above, as a result of layoff, will lose their full time seniority rights after six (6) months have elapsed since layoff.

- (f) Full time employees who elected E. above will lose their bargaining unit seniority for failure to respond to recall as per Article 7.04 (iv).  
The three (3) geographic zones defined – East, West and Central

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

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

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

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

7.03 (a) **Posting Procedure**

When a full-time promotion, transfer or a new position becomes available the Company will post this opportunity describing the requirements for successfully qualifying for this opening in each store for a period of five (5) working days. Any employee who wishes to be considered for this opportunity shall inform the Store Manager, in writing or by fax, of the posting unit using the prescribed form (sample copy attached - Schedule C). The position will be awarded based on seniority, knowledge, skill and ability of the employees who have so informed the Store Manager of the posting unit before the posting closing date. Employees may not exercise their seniority rights more than twice in a 12 month period unless no other bargaining unit member has been awarded the posting. The Company need not consider any applicant to a posting who has within the prior (12) month period, successfully bid on two vacancies.

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

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

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

- (i) If an employee quits, and an employee shall be deemed to have quit when he has given his notice in writing or, on failure to give written notice within two (2) days he shall be deemed to have quit.
- (ii) If an employee is absent for more than one (1) working day without having applied for and obtained a leave of absence for a definite period from the Company, unless management is notified thereof by the employee or his agent within the second day of such absence, unless prevented from doing so by illness or serious accident.
- (iii) The employee fails to report to work at the expiration of his leave of absence.
- (iv) If an employee fails to report for work after a layoff within three (3) days after notification by Registered Mail to the last address given to the Company by the employee, that he should return to work.
- (v) If the employee is discharged and such discharge is not reversed under the grievance procedure.
- (vi) If an employee is laid off for more than six (6) months, or for those employees with two (2) years seniority or more, seniority will be lost as above after twelve (12) months. Seniority will be lost as above if any employee is away from work for more than twelve (12) months except as stipulated as follows:
  - (a) After 12 months absence due to sickness or accident, employees will cease to accumulate seniority.
  - (b) All Company paid benefits will cease after 18 months except for the employees' right to any LTD and pension benefits then being received.

- (c) If an employee provides medical evidence satisfactory to the Company, indicating they are able to satisfactorily perform the full duties as required, then
  - Such employees who are returning from an absence of two (2) years or less may apply their seniority as per Article 7.02(b). All other employees would be eligible to post for any vacant positions subject to the terms of Article 7.03.
  - Future vacation entitlement, etc. would be based upon their reduced seniority date.

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

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

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

This shall also apply to the part time Appendix.

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

## **ARTICLE 8: GENERAL WORKING CONDITIONS**

### **8.01 Negotiating Committee**

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

### **8.02 Discipline and Discharge Meetings**

When an employee is to be interviewed by the company regarding discipline or dismissal, the union steward, or in the absence of the union steward any other bargaining unit member of the employee's choice in

their store will be present to observe the discussion. The chief steward will be promptly notified of any suspension or discharge.

### 8.03 **Jury Duty**

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

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

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

### 8.04 **Notice Board**

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

### 8.05 **First Aid**

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

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

### 8.07 **Union Representative Visits**

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

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

8.08 **Company Meetings**

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

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

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

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

8.12 **Leaves of Absence**

Any employee with seniority shall be granted leave of absence for a period of up to six months to attend Union Business, or sixty (60) days for personal reasons providing that at least fourteen (14) days notice is given to the Company. The leave shall be granted without pay and without loss of seniority provided that the leave shall not seriously interfere with the business of the Company. Stewards will be granted time off with pay as may be necessary to service any grievance or potential grievance, arising during working hours. It is understood that Stewards have their regular work to perform on behalf of the Company and that they will not leave their work without first notifying the Store Manager.

8.13 **Employee Transportation**

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

**ARTICLE 9: HOURS OF WORK AND OVERTIME**

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

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

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

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

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

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

Effective date of ratification, employees shall be paid a premium of \$4.00 for the second night worked each week.

No full-time employee to be scheduled to work beyond store closing or midnight, whichever is earlier, unless employee agrees. Part-time employees shall be scheduled, by seniority to work any hours beyond midnight.

9.06 Each full time employee will be given a one (1) hour unpaid lunch or supper period for each eight (8) hour shift provided that such period may be shortened to one half (1/2) hour by mutual agreement of the Store Manager and the employees. This period will be taken as close to the

midway point of the shift as is possible in the opinion of the Store Manager.

- 9.07 A work schedule showing normal hours of work for full time employees will be posted in ink Friday noon of every other week. Such schedule will normally be changed only by mutual agreement of the Store Manager and the employee except in cases of sickness or accident or where situations arise which are outside the control of the Store Manager. In such instances, the Company will notify the employee the day before such changes. The Company will provide the Steward with a copy of the schedule upon request.
- 9.08 In stores that are open on Sunday, full time employees who are working as part of their regular non overtime work week will be scheduled to work six (6) hours but will be paid for eight (8) hours. Sunday work will be strictly on a voluntary basis unless the employee was hired with Sunday being specified as a regular work day.
- 9.09 The Company will adjust the wages of any employee who performs the key functions of a higher position for more than two (2) hours of continuous work in the higher position.
- 9.10 Full time employees, when instructed to respond to a security call, shall receive a minimum of three (3) hours pay at their regular rate of pay. Such employees shall receive time and one half (1 1/2) this rate only if the employee has worked forty (40) hours that work week.
- 9.11 An employee appointed by the manager to act as a relief manager will be paid a relief bonus of \$20.00 per full day of relief. Such relief will normally be assigned to Sales Supervisors or Merchandise Clerks when the Manager is absent. Such relief will not apply on regularly scheduled days off.

#### **ARTICLE 10: VACATIONS**

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

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



- 10.02 The determination of vacation entitlement for the first six (6) months of service and the first year of service is based on the employees' length of employment from starting date to the next June 30th. Vacation entitlement shall be based on the employee's original starting date, or employee's anniversary date, whichever is applicable, with the weeks' entitlement incremented as appropriate on the anniversary date in any year which vacation is scheduled to change. In the sixth (6th) year, the eleventh (11th) year, the sixteenth (16th) year and the twenty first (21st) year, vacation entitlement is based on, and the additional week of vacation is given to the employee, according to the employee's original starting date, or the employee's anniversary date, whichever is applicable.
- 10.03 Vacations should be taken in the year in which they are due up to and including September 30th of the same calendar year. To this end, a vacation request schedule will be posted in March in each calendar year and employees may request such vacation periods as they wish provided that where applicable the scheduling of the third, fourth and fifth (3rd, 4th, and 5th) weeks of vacation shall be by mutual agreement of the employee and the Store Manager.
- Where the Store Manager determines that requests made before March 15th create difficulty with staffing requirements, seniority shall govern the scheduling of vacation. Thereafter, vacation scheduling will be on first come first served basis.
- 10.04 An employee who wishes to receive vacation pay in advance of a scheduled vacation shall send such a request to the Company payroll department in writing attached to the store payroll sheets at least four (4) weeks before the commencement of the vacation.
- 10.05 If bereavement leave occurs during an employee's vacation period, full time employees will be credited with the day or days immediately following their vacation period.

## **ARTICLE 1 ■ PAID HOLIDAYS**

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

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

All employees who have completed their probationary period will be paid a regular day's pay for the above holidays provided he works his scheduled

working day before and his scheduled working day after each holiday, unless absent through sickness or accident. Management reserves the right to require sickness to be proven by satisfactory evidence.

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

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

## ARTICLE 12: SOCIAL SECURITY

### 12.01 Sick Leave with Pay

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

- (a) All cases of sickness, to qualify for pay, must be reported by the sick employee to the Store Manager or the senior employee in charge at the store as soon as possible and normally at, or before, the time at which the employee should have reported for duty.
- (b) The allowance for sick pay shall commence on the first day of illness provided the illness is reported as requested in (a) above.
- (c) The maximum sick pay allowance shall be as follows:
- (i) During the first three (3) months of service no allowance;

- (ii) During the following nine (9) months of service (that is the remainder of the first year of service), an employee will be credited with one regular working week to be utilized at any time during the rest of the year but to be earned on the basis of one half day per month up to the maximum of five (5) days. The credit referred to above will be made upon the commencement of the fourth month of service. Effective November 2, 1997 sick leave credits will be accumulated and paid out at ninety percent (90%) of an employees' regular hourly rate. Any sick leave credits accumulated at one hundred percent (100%) of the employees' regular hourly rate prior to the date of ratification will be used up first;
  - (iii) Effective November 2, 1997 upon the commencement of each subsequent year of service, an employee will be credited with twelve (12) regular working days to be paid at 90 percent of their normal hourly rate, for sick leave, which credits may be used at any time during the year but which will be earned on the basis of 1 day per month;
  - (iv) If any employee leaves the employ of the Company, it is agreed that the Company may deduct any used but unearned portion of the sick pay from the wages of the employee;
  - (v) Effective June 23, 2002 any unused portion of the sick pay credits of an employee may be accumulated to a maximum of one hundred and twenty (120) days for use in subsequent years. Existing sick leave credits accumulated to date of ratification will remain and be used up prior to the implementation of the above.
- (d) In addition to the one hundred and twenty (120) day accumulation referred to in (c) (v) above, employees hired prior to July 31, 1975 will retain the use of their sick bank which was in excess of ten (10) weeks on July 31, 1975. Employees whose sick days fall below one hundred and twenty (120) days may re-accumulate up to the one hundred and twenty (120) day maximum.
- (e) Management reserves the right to require sickness to be proven by satisfactory evidence. The Company shall reimburse the employee for any fee charged for medical evidence requested by the Company up to a maximum of \$50.00.
- (f) Sick leave and allowances are approved and provided for cases of illness only, and if it is proven an employee has abused his or her sick leave privilege, such employee may be subject to disciplinary action, which may include discharge.

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

#### 12.02 **Absence Due to Sickness in Family**

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

#### 12.03 **Bereavement Leave with Pay**

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

#### 12.04 **Health and Welfare**

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

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

- (b) The Company agrees to pay 100% of the premium cost for Blue Cross Extended Health Care Plan or its equivalent for all participating employees and their dependents effective the first of the month following three (3) months service.
- (c) The Company agrees to pay 100% of the premium cost for life insurance, accidental death and dismemberment insurance, semi private hospital insurance, major medical insurance, pay direct drug insurance and long term disability insurance for all employees and their dependents, where

appropriate under the plans, effective the first of the month following three (3) months of service. Effective June 23, 2002 each employee shall be entitled to twenty-five thousand dollars (\$25,000) total life insurance. Effective June 5, 2006, each employee shall be entitled to thirty thousand (\$30,000) total life insurance. Effective June 5, 2007, each employee shall be entitled to thirty-five thousand (\$35,000) total life insurance.

- (d) The benefits referred to in paragraphs (b) and (c) above shall be as set out in the current Pharma Plus Benefit Brochures. The Union office shall be provided with the benefits brochure referred to above.
- (e) The Company may alter carriers from time to time provided the benefit coverage is not reduced.
- (f) The Company will continue its present pension and full time employees hired after the date of ratification of this agreement will be obliged to contribute to the Pension Plan in accordance with its provisions.
- (g) Effective January 1, 1998 the company agrees to provide dental benefits equivalent to those provided by the Ontario Retail Employees Dental Trust Fund as at October 22, 1997.

The Company agrees to identify the current dental coverage provided under the Ontario Retail Employees Dental Trust Fund. The Company shall be free to use other carriers to provide these benefits at their discretion, so long as these negotiated benefits are maintained.

Effective date of ratification July 18, 1999, the Company agrees to amend Dental Benefit payments to the current Ontario Dental Association (fee guide) "minus one years".

- (h) The Company agrees to pay 100% of the premium rate effective July 1, 1989 for an Optical Plan for each participating and eligible full-time employee effective the first of the month following three (3) months of continuous active service. The Plan will be based on the following:

Effective date of ratification June 23, 2002, maximum coverage will be \$250.00 (every 24 months) for employees, their spouses and children. Coverage **will** include prescription lenses and frames, contact lenses and a one time \$250.00 contribution to laser eye therapy. Effective June 5, 2007, maximum coverage will be \$300.00 (every 24 months), for employees, their spouses and children.

Effective date of ratification, the cost of eye examinations, maximum coverage sixty dollars (\$60), on the basis of one exam each 24-month period will be covered by the Plan.

- (i) Part time employees who become full time employees will immediately be enrolled in the above benefit plans provided they have six (6) months of continuous part time service. Otherwise, the normal waiting period will apply.
- (j) The Company agrees to pay 100% of the premium for orthotics coverage, with a maximum coverage of \$300.00 every 24 months. Effective June 5, 2006, orthotics coverage will be \$350.00 every 24 months. Effective June 5, 2007, orthotics coverage will be \$400.00 every 24 months.
- (k) Spousal benefit coverage will include the provision of benefits for same sex partners recognizing the definition requirements of a common-law spouse.

**12.05 Pregnancy and Parental Leave**

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

**ARTICLE 13: WAGES**

- 13.01 (a) Increase full-time wage rates for all employees that are not above maximum rate or in the position of Sales Supervisors by forty cents (40¢) per hour in year one (1), thirty cents (30¢) per hour in year two (2) and forty cents (40¢) per hour in year three (3). The wage increases will apply to all employees in the wage progression with the exception of employees that are currently above maximum rate or in the position of Sales Supervisor and will be applied as adjustments to the top rate. The increases in year one (1) will be retroactive to June 5, 2005.
- (b) A lump sum payment will be made to employees identified as above maximum rate in their classification as well as incumbent employees in the Sales Supervisor position during the term of the contract on the first pay in January 2006, December 2006 and December 2007. The amount in January 2006 will be \$832.00, in December 2006 it will be \$624.00 and in December 2007 it will be \$832.00. For the above maximum rate employees who catch up with the revised grid during the term of this contract, the amount of lump sum adjustment will be for the amount of the differential only, if any.
- (c) Part-time employees will receive an increase by forty cents (40¢) per hour in year one (1) and thirty cents (30¢) per hour in years two (2) and three (3) with the increase applied to the top rate. The increases in year one (1) will be retroactive to June 5, 2005.

- (d) A lump sum payment will be made to part-time employees identified as above maximum rate in their classification during the term of the contract, The amount will be paid out at the end of each quarter and will be based on the hours worked in the proceeding quarter. For the above maximum rate employees who catch up with the revised grid during the term of this contract, the amount of lump sum adjustment will be for the amount of the differential only, if any.
- (e) Wage grids attached have been revised to reflect legislative changes as well as adjustments to the step progressions in recognition of the adjustments to the various starting rates.

13.02 **Employees Promoted to a Higher Classification**

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

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

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

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

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

13.07 1. **Pharmacy Technician**

In recognition of current trends, the present "Pharmacy Assistant" classification will be re-named "Pharmacy Technician".

2. **Certified Pharmacy Technician Classification (CPHT)**

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

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

OR

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

AND

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

An Annual Maintenance Fee for the CPHT classification of \$50.00 will also be paid for by the Company.

Presently, a "Get Ready" course is available from Humber College which the Company is prepared to pay in full (including text books) for any employee who qualifies according to "a" above.

3. Upon confirmation that they have passed the OCP administered examination, "Pharmacy Technicians" will immediately move to the new CPHT classification corresponding to their placement on the grid;
4. In recognition of the experience gained over many years of service, the Company will place all "Pharmacy Technicians" who have completed 10 or more years of service in the classification on the appropriate wage grid corresponding to the new CPHT classification. These employees will remain classified as "Pharmacy Technicians" until they have successfully written the above named examination and received the CPHT designation by the OCP;
5. The wage grid of the new collective agreement will asterisk the CPHT and PT classifications, and contain a "note" which will state: "For the purposes of the Collective Agreement (except the wage schedule) Pharmacy



Technician and Certified Pharmacy Technician shall be deemed to be the same classification.”

6. Items numbered 1,2,3,4 & 5 above will commence upon date of ratification.

13.08 Effective date of ratification employees scheduled for any hours worked from midnight to 6:00 a.m. will be entitled to a shift premium of one dollar (\$1.00) per hour.

#### **ARTICLE 14: NO STRIKES NO LOCKOUTS**

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

#### **ARTICLE 15: UNION MANAGEMENT COMMITTEE**

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

#### **ARTICLE 16: EMPLOYMENT GUIDELINES**

16.01 The following employment guidelines will be effective:

- (a) A Merchandising Clerk will be regularly assigned to each store;
- (b) Effective date of ratification, a Sales Supervisor will be regularly assigned to each store in which the weekly General Merchandise sales as reported in the SPR have totalled over an average of \$47,000 per week over a three month period, excluding the month of December. (Current Incumbent Sales Supervisors will be considered to be grandfathered positions at the \$44.00/week rate.)

Effective June 5, 2007, the above sales figures for the Sales Supervisor position will be increased by \$500 (five hundred dollars).

- (c) (1) Effective date of ratification, a Cosmetician will be regularly assigned to each store in which the average weekly cosmetic sales as described in Commission Policy, have totalled over three thousand and eight hundred dollars (\$3,800) per week over a three month period, excluding the month of December.
- (2) Effective date of ratification, a Cosmetic Clerk will be regularly assigned to each store in which the average weekly cosmetic sales as described in the commission policy have totalled over two thousand and seven hundred dollars (\$2,700) per week over a three month period excluding the month of December.
- (3) A Pharmacy Technician will be regularly assigned to each store in which the average number of prescriptions filled per week is maintained at over six hundred (600) per week over a three month period.
- (4) The Company reserves the right to reassign the classifications referred to above if sales or number of prescriptions subsequently drop below the appropriate level set out above for a three month period.
- (5) All noted sales amounts will be maintained throughout the term of the agreement. The union chairperson will be supplied with the relevant sales volumes on a regular basis.
- (6) A Stock Clerk will be regularly assigned to each store in which the average weekly General Merchandise sales as reported in the SPR have totalled over an average of fourteen thousand dollars (\$14,000) per week over a three month period excluding the month of December.

#### **ARTICLE 17: NOTICE AND SEVERANCE REQUIREMENTS IN CASES OF DISMISSAL**

- 17.01 The Company agrees to abide by the spirit of the existing employment standards legislation while following the guidelines as set out as follows in regards to notice and severance.

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

### **ARTICLE 18: MISCELLANEOUS**

- 18.01 Letters of Understanding and the part time appendix to this Collective Agreement shall form part of this Collective Agreement.
- 18.02 Salesmen for Pharma Sales, Hallmark, news vending companies or potato chip companies shall not perform bargaining unit work normally performed by Clerks except that they may order and reset merchandise, and select merchandise for return or credit.
- 18.03 The Company and the Union agree to establish a Health and Safety Committee composed of two members from the Union and two members from the Company to meet once every three months to discuss Health and Safety issues which arise in the work place. The Company will respond in writing to all recommendations submitted by the Safety Committee.

### **ARTICLE 19: DURATION OF AGREEMENT**

- 19.01 This Agreement shall become effective June 5, 2005 and shall remain in effect until June 4, 2008, and thereafter shall be automatically renewed from year to year, unless in any year either party shall furnish the other notice of termination of, or proposed revision of, or addition to, any provisions hereof, not more than ninety (90) days prior to the termination date of this Agreement.
- 19.02 In such event, negotiation on any such proposed revision or addition to this Agreement shall take place between the parties within thirty (30) days of such notice.
- 19.03 No terms of this new agreement shall be retroactive prior to the date of ratification of the memorandum of settlement by both parties, except wages as expressed in the memorandum.



**SCHEDULE "A": FULL-TIME WAGE SCALE YEAR ONE – JUN 7, 2005**

<b>Job Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>
Sales Supervisor	9.32	9.86	10.39	10.77	11.57	12.37	16.44
Certified Pharmacy Technician	9.00	9.10	9.50	10.10	11.10	11.80	14.07
Pharmacy Technician	8.17	8.40	8.62	8.90		10.12	13.32
Cosmetician	8.17	8.40	8.62	8.90		10.12	13.32
Merchandise Clerk	8.17	8.40	8.62	8.90		10.12	13.32
Cosmetic Clerk	8.04	8.37	8.56	8.82	9.12		13.02
Clerk	8.00	8.15	8.35	8.60	8.90	9.50	12.72
Pharmacy Clerk	8.00	8.15	8.35	8.60	8.90	9.50	12.72
Postal Clerk	8.00	8.15	8.35	8.60	8.90	9.50	12.72
Stock Clerk	8.00	8.15	8.35	8.60	8.90	9.50	12.72

**SCHEDULE "B": FULL-TIME WAGE SCALE YEAR 2 – JUNE 7, 2006**

<b>Job Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>
Sales Supervisor	9.32	9.86	10.39	10.77	11.57	12.37	16.44
Certified Pharmacy Technician	9.00	9.10	9.50	10.10	11.10	11.80	14.37
Pharmacy Technician	8.17	8.40	8.62	8.90	9.52	10.12	13.62
Cosmetician	8.17	8.40	8.62	8.90	9.52	10.12	13.62
Merchandise Clerk	8.17	8.40	8.62	8.90	9.52	10.12	13.62
Cosmetic Clerk	8.04	8.37	8.56	8.82	9.12	9.71	13.32
Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.02
Pharmacy Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.02
Postal Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.02
Stock Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.02

**SCHEDULE "C": FULL-TIME WAGE SCALE YEAR 3 – JUNE 7, 2007**

<b>Job Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>	<b>24 Months</b>	<b>30 Months</b>	<b>36 Months</b>
Sales Supervisor	9.32	9.86	10.39	10.77	11.57	12.37	16.44
Certified Pharmacy Technician	9.00	9.10	9.50	10.10	11.10	11.80	14.77
Pharmacy Technician	8.17	8.40	8.62	8.90	9.52	10.12	14.02
Cosmetician	8.17	8.40	8.62	8.90	9.52	10.12	14.02
Merchandise Clerk	8.17	8.40	8.62	8.90	9.52	10.12	14.02
Cosmetic Clerk	8.04	8.37	8.56	8.82	9.12	9.71	13.72
Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.42
Pharmacy Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.42
Postal Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.42
Stock Clerk	8.00	8.15	8.35	8.60	8.90	9.50	13.42

## APPENDIX "A": COSMETIC COMMISSION - POLICY AND PROCEDURES

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

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

Applies to all cosmetic products having the cosmetic coloured ticket, whether delivered from the warehouse or purchased directly from the supplier.

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

### HOW CALCULATED:

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

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

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

-Commission quarters are outlined as follows:

1st quarter - Periods 1, 2 and 3

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

3rd quarter - Periods 8, 9 and 10

4th quarter - Periods 11, 12 and 13

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

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

**COMMISSION PAYMENT**

**One Cosmetician/store**

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

Example:           commission is.....\$2,360.52  
                           scheduled hours..... 480.00  
                           hours worked..... 464.00  
                           464 divided by 480..... 97%  
                           \$2360.52 X 97%.....\$2,289.70 (commission paid)

**Two or more Cosmeticians/store**

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

Example:

<b>Start date as Cosm.</b>	<b>Hours Worked</b>	<b>Yrs. of Service</b>	<b>Bonus</b>	<b>Hrs.+ Bonus</b>	<b>Total Comm.</b>	<b>Total Hours</b>	<b>Comm. Paid</b>
09/05/81	320+	(8x2)	=	336 x	\$2500.00 -	508 =	\$1653.54
01/02/80	152 +	(10x2)	=	<u>172 x</u> 508	\$2500 -	508 =	<u>\$ 846.46</u> \$2500.00



## APPENDIX "B": PART-TIME

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

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

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

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

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

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

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

### **ARTICLE 7: SENIORITY**

#### **7.01 (a) Probationary Period**

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

There shall be a probationary period for each new employee of thirty-five (35) worked days or 3 months, whichever is less after which the employee shall be placed on the seniority list dating back to date of hire. A probationary employee may be discharged for any reason satisfactory to the Company.

#### **(b) Allocation of Hours**

The Company will endeavour to offer the most senior employee in the store the most scheduled hours and any hours of work beyond those normally scheduled hours of work which arise because of absence due to

sick leave or holidays, provided the senior employee has the immediate ability and willingness to perform the work as required, and is available to perform the work immediately. Hours shall be assigned based on seniority to those employees who have not received the maximum of 24 hours in any given week.

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

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

(d) **Statutory Days Off**

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

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

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

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

7.03 (a) Part-time employees who are desirous of becoming full-time employees shall inform the Human Resources Department using the prescribed form (sample copy attached). When a full-time position becomes available, part-time employees who have so informed the Human Resources Department will be considered for the position on the basis of seniority, knowledge, skill, and ability. If the last three factors are relatively equal, the most senior applicant shall be promoted.

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

Every month the Company will publish for display, on each store bulletin board and to the chief shop steward 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.

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

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

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

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

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

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

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

## **ARTICLE 9: HOURS OF WORK AND OVERTIME**

9.01 (a) Part-time employees shall normally be scheduled to work no more than 24 hours per week unless relieving for sickness, leaves of absence, holidays or vacations or emergencies. Where a part-time employee is designated by their manager as a replacement for a full-time employee on maternity leave or an approved leave of absence in excess of four weeks the employee shall be paid the appropriate full-time rate and the additional replacement hours will be identified on the schedule.

(b) Authorized time worked in excess of the normal eight hour shift or a 40 hour work week shall be paid at the rate of one and one half (1 1/2) times the employee's basic hourly straight time rate of pay provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between the two (2) employees where approved by the Company.

- 9.02 It is understood and acknowledged that the Company has the right to require employees to perform reasonable overtime work.
- 9.03 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided.
- 9.04 Employees shall receive a minimum of three (3) hours pay provided that there are three (3) hours work available from the time they report for work until the store is closed. These provisions will apply unless mutually agreed upon between the Company and employee.
- 9.05 **Hours of Work Schedule**
- The Company agrees to post hours of work schedule for all employees in ink by Friday noon of every other week. It is understood that such schedule does not constitute a guarantee of work for those weeks. If employees are scheduled to report for work, and work is not available, they will be provided no less than forty-eight (48) hours notice.
- 9.06 Employees will be allowed one hour for lunch for each eight (**8**) hour shift, as close to the half way point of the shift as possible, provided that such period may be shortened to one half (1/2) hour on mutual agreement of the Store Manager and the employees. Employees working five (5) to eight (8) hours will receive a one half (1/2) hour unpaid lunch period. All employees shall have a paid fifteen (**15**) minute rest period for each scheduled 3 1/2 to 4 hour shift at a time scheduled by the Company.
- 9.07 No split shifts will be permitted unless each part of the split shift amounts to three (3) hours or more and there are four (**4**) hours between shifts. These provisions will apply unless mutually agreed upon between the Company and employee.
- 9.08 **As per Article 9.10 of the full time Agreement.**

## **ARTICLE 10: VACATIONS**

- 10.01 Part time employees shall receive vacation pay as follows:
- (a) **Up** to five (5) years of service – four percent (**4%**) of earnings;
  - (b) Over five (5) years of service – six percent (6%) of earnings;
  - (c) Over ten (10) years of service – eight percent (8%) of earnings;
  - (d) Over fifteen (15) years of service - ten percent (10%) of earnings; and

- (e) Over twenty (20) years of service – twelve percent (12%) of earnings.

## **ARTICLE 11: PAID HOLIDAYS**

- 11.01 Employees are eligible to receive holiday pay for a Statutory Holiday provided they complete a probationary period and:
- 11.02 (a) They have earned wages on at least 10 working days during the four (4) weeks immediately preceding the holiday;
- (b) They have worked their regular scheduled day before and after the holiday.

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

## **ARTICLE 12: SOCIAL SECURITY**

- 12.01 Effective November 2, 1997, all part time employees who have regularly worked for the Company for at least one (1) continuous year shall be entitled to receive a sick pay allowance at ninety percent (90%) of their regular hourly rate for absence from normally scheduled work on account of sickness. All sick time accrued prior to the date of ratification will be paid at one hundred percent (100%) of their regular hourly rate. The following rules shall apply:
- (a) Employees who on January 1st, 1981 have regularly worked for the Company for more than one continuous year shall be credited with one (1) hour of sick pay allowance for every twenty five (25) hours actually worked by the employee during the twelve (12) months immediately prior to January 1, 1981, up to a maximum of forty-eight (48) hours of sick pay allowance. The same system of credit shall be applied in each subsequent year of continuous employment.

(b) **Sick Pay Allowance**

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

employee during the previous twelve (12) months up to a maximum of forty-eight **(48)** hours of sick pay allowance.

- (c) The sick pay allowance shall commence on the first day of illness, provided the illness is reported as requested in (d) below and shall cover only those hours for which the part time employee would normally have been scheduled to work.
- (d) **All** cases of sickness, to qualify for allowance, must be reported by the employee to the Store Manager (or his designate) before, or at, the employee's scheduled reporting time where possible.
- (e) Sick pay allowance may be accumulated from year to year up to a maximum of 96 hours of sick pay allowance.

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

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

- (g) Sick leave and allowances are approved and provided for illness only, and if it is proven that an employee has abused their sick leave, such employee shall be discharged.
- (h) In the event that a full time employee is transferred into a part time position his date of commencement of employment shall remain the same. Any accumulated sick leave credits will carry over in such transfers.

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

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

**12.02 Bereavement Leave**

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

- (a) Five (5) days in the event of the death of an employee's spouse, child or parent;
- (b) Three (3) days in the event of the death of an employee's brother/sister, parent-in-law, grandparent, brother/sister-in-law, grandchildren; and

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

**12.03 Dental Plan**

Effective January 1, 1998 the Company agrees to provide part-time dental benefits equivalent to those provided by the Ontario Retail Employees Dental Trust Fund as at October 22, 1997. As per the Plan document, part time employees shall be covered by the benefits of the Plan on the first day of the month coincident with, or first following, one year's continuous employment.

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

**12.04 Pregnancy and Parental Leave**

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

**12.05 Optical Plan**

An optical plan shall be provided to employees who have completed three (3) years of service. Coverage shall be two hundred and fifty dollars (\$250.00) maximum per employee every two years, effective Date of Ratification June 23, 2002. Coverage will be for the employee only. Effective June 5, 2007, maximum coverage will be \$300.00 (every 24 months). Coverage will be for employee only. Effective date of ratification, the cost of eye examinations, maximum coverage sixty dollars (\$60), on the basis of one exam each 24-month period will be covered by the Plan. Coverage will be for employee only.

**12.06 Prescription Discount**

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

Effective date of ratification July 18, 1999 the prescription discount described above will be extended to cover the spouse and children of part-time employees.

**ARTICLE 13: WAGES**

13.01 The wages for part time employees shall be set out in the Schedules A, B and C.

**ARTICLE 14: NOTICE AND SEVERANCE REQUIREMENTS IN CASES OF DISMISSAL**

As per Article 17 of the full-time Agreement.

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

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



**SCHEDULE "A": PART-TIME WAGE SCALE YEAR ONE – JUNE 7, 2005**

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Clerk	7.45	7.75	7.85	8.05	8.35	8.50	11.08

**SCHEDULE "B": PART-TIME WAGE SCALE YEAR TWO – JUNE 7, 2006**

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Clerk	7.75	8.00	8.15	8.25	8.35	8.50	11.38

**SCHEDULE "C": PART-TIME WAGE SCALE YEAR THREE – JUNE 7, 2007**

Job Classification	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months
Clerk	8.00	8.10	8.30	8.50	8.70	9.00	11.68









# EMPLOYEE HARASSMENT POLICY

## FOR POSTING IN ALL LOCATIONS

### INTRODUCTION

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

- employer
- agents of the Company
- other employees

### DEFINITION

Harassment is defined as:

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

NOTE: Vexatious means irritating, annoying or disturbing.

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

### SEXUAL HARASSMENT

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

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

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

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

- create an unfriendly or offensive work environment

## OUTSIDE THE WORKPLACE

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

## NOT TO INHIBIT SOCIAL INTERACTIONS

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

## SUPERVISOR ACTION

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

- warning the persons involved
- taking disciplinary action

They document the situation and their actions.

## VICTIM RECOURSE

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

Note: The message should be clear and unambiguous.

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

## INVESTIGATE INCIDENTS

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

Investigations include interviews with both the alleged victim and harasser.

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

## CONFIDENTIALITY

Confidentiality during and after an investigation is kept by:

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

## VICTIM INVOLVEMENT

The involved employee:

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

## DISCIPLINARY ACTION

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

It is imposed:

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

The investigators also ensure that there is not further harassment.

## HUMAN RIGHTS COMMISSION

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

## REPRISAL PROTECTION

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





**LETTER OF UNDERSTANDING #6: SOCIAL JUSTICE FUND**

The Company agrees to pay into a special fund one (1) cents per hour per employee for all compensated hours for the purpose of contributing to the CAW Social Justice Fund. Such monies are to be paid on a quarterly basis into the fund and sent by the Company to the following address:

CAW Social Justice Fund  
205 Placer Court  
Toronto, ON M2H 3H9

DATED this        day of        , 2006.

CAW CANADA LOCAL 414

PHARMA PLUS DRUGMARTS LTD

\_\_\_\_\_  
Harry Ghadban

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Peter Davidson

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Ann Adams

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Paul Dale

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Darlene Hogan

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Brian McLaughlin

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Maureen Henry

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Binny Saran

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Kelly Lynn

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Brenda Spencer



