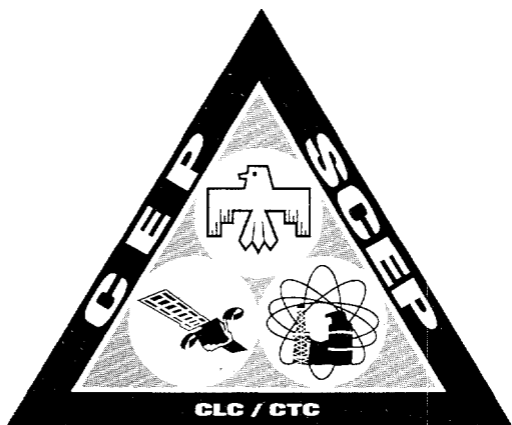


SOURCE	Co.		
EFF.	94	04	15
TERM	96	04	14
No. of EMPLOYEES	240		
NOMBRE D'EMPLOYÉS	20		

OFFICE

LOCAL



11-0

0857604

COLLECTIVE AGREEMENT

BETWEEN

DRUG TRADING COMPANY LIMITED

and

DRUGGISTS' CORPORATION LIMITED

and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS
UNION OF CANADA, LOCAL 11-0**

1994 – 1996

OFFICE EMPLOYEES

FEB 27 1995

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is the furtherance of the mutual interests of both the Company and the Union, to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy of operation, the quantity and quality of products, cleanliness of the Company's premises, and the protection of the Company's property, and further, to provide for the establishment of a relationship between the Company and its employees which will contribute to the maintenance of industrial peace and the promotion of a friendly community spirit. Both parties to this agreement recognize it to be their duty to co-operate fully with each other, both individually and collectively, towards the attainment of the said objectives.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union during the terms of this collective agreement as the sole collective bargaining agent with respect to all matters arising under this agreement for office and clerical employees of Drug Trading Company Limited, Metropolitan Toronto, and office and clerical employees of Druggists' Corporation Limited, Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, sales representatives, Human Resources staff, computer operators and programmers, confidential secretaries, secretary to the Manager of Druggists' Corporation, special assignment staff, the person at each location in charge of narcotic and controlled drug transactions as approved by the Federal Government, persons covered by existing collective agreements, persons working less than twenty-four (24) hours per week.

ARTICLE 3 – NO DISCRIMINATION OR COERCION

- 3.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or the Union, or by any of their representatives, with respect to any employee because of membership or non-membership in or connection with the Union and that membership in the Union by employees who are eligible to join, will not be discouraged. No Union member will conduct Union activities at the said works except as specifically permitted by this agreement.
- 3.02 The Company agrees to extend bereavement leave to any employee in the event of the death of her or his common law spouse and in the event of the death of any relative of common law spouse in the same circumstances and on the same basis as bereavement leave would be available if the employee was married to her or his common law spouse. "Common law spouse" shall mean any person involved with the employee in a conjugal relationship outside marriage, and shall include both same sex and opposite sex partners.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the exclusive right of the Company to maintain order and efficiency and to manage the Company's operations and to direct the working forces, including the right to hire, retire, promote or transfer an employee and to demote, discipline, suspend or discharge any employee for just cause, subject to the grievance procedure herein provided.
- 4.02 In the interest of efficient operation, the Union agrees that the Company has the right to determine or to change work assignments or methods and processes, and to divide operations into departments or otherwise, at any time deemed advisable provided such changes do not conflict with the other provisions of this agreement.
- 4.03 The Union recognizes the right of the Company to make and alter from time to time, such rules and regulations to be observed by its employees as are necessary to the proper conduct of its business. Such rules and regulations, including any amendments or alterations thereto, shall not conflict with any of the terms or provisions of the agreement. Any allegation that an employee has violated any of the foregoing, as well as any penalty imposed for such alleged violation, shall be subject to the grievance procedure and arbitration procedure of this agreement.

ARTICLE 5 – CHECK-OFF

- 5.01 All employees shall be required as a condition of employment to pay, and the Company shall deduct an amount equal to the regular monthly union dues, commencing from the first pay period from which regular dues are deducted from all other employees
- 5.02 A copy, in duplicate, of the dues check-off shall be given to the Union together with the dues collected, within ten (10) work days after the last pay period in each month. The address and postal code on record with the company at that time shall be provided to the Union on or about June 15, each calendar year.

ARTICLE 6 – MEDICAL EXAMINATIONS

- 6.01 All new applicants will be required to take a medical examination at the Company's expense as a condition of employment before being hired.
- 6.02 In the interest of ensuring the safety and health of all employees, the Company may require any employee to take a medical examination by a physician employed by the Company, at any reasonable time during regular working hours. Such examination shall be paid for by the Company, including transportation, to and from the work place, or payment of the current kilometer rate in accordance with the Company policy in effect at that time.

Where an employee provides a medical certificate from their personal physician which is in conflict with the opinion of the company physician, an independent medical opinion will be sought which will decide the issue.

- 6.03 When a medical certificate is requested by the company, the company will pay for the cost of such medical certificate on presentation of receipt of payment.

ARTICLE 7 – SAFETY AND HEALTH

- 7.01 The Company will make reasonable provisions for the safety and health of its employees during their hours of the employment. Such protective devices as the Company requires to be worn, and other equipment which in the opinion of the Company is necessary to protect the employees from injury, shall be provided by the Company.

- 7.02 The Company will contribute to a maximum of sixty-five dollars (\$65.00) effective June 1, 1992, and seventy dollars (\$70.00) effective April 15, 1993, toward the cost of required safety footwear on the basis of one (1) pair per contract year.

Office employees temporarily transferred to work assignments in the warehouse should be dressed appropriately for warehouse work.

- 7.03 The Joint Health and Safety Committee will comprise an equal number of representatives from the Union and the Company to a maximum of six (6) from either party including one (1) from the Office Bargaining unit, which shall meet once a month to present recommendations to the Company.

A Sub-Committee of the Joint Health and Safety Committee will tour the premises of the Company on a mutually agreed upon day, once a month, for the purpose of making safety recommendations. Inspection tours will consist of one member from the bargaining unit and one member from management.

Notwithstanding any provision to the contrary, employees attending meetings of the Joint Health and Safety Committee, after completing their regular hours of work, will be paid at their straight time rate for the time so spent.

- 7.04 The company agrees to supply the Union President with a copy of the Form 7 upon mailing to the W.C.B. office.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Company acknowledges the right of the Union to appoint, or otherwise select from among the permanent employees of the Company, a Union Committee, the membership of which shall consist of three (3), one of which shall be the Local Union President.

- 8.02 The Company will recognize the said Committee for the purpose of attending grievance meetings with management and for negotiating renewal amendments to this collective

agreement. Meetings of the Union Committee and management shall be held as required, at times and places mutually arranged. The party requesting a meeting shall, when practicable, make the request in writing and shall at the same time, advise the other party of matters it wishes to discuss. It is understood and agreed that a National Representative of the Union may be present at all such meetings.

- 8.03** The Union agrees to supply the Company with the names of the Committee persons, the chief steward, and the stewards, and their respective zones of operation. The Union will keep such lists up to date at all times.

The Company agrees to recognize the following steward allocation:

- A) Order Center (1)
Affirmation, Retail & Key Punch (1)
Buying Office (1)
Accounting (1)
- B) One (1) chief steward for both Office and Warehouse and Druggists' Corporation.

- 8.04** It is understood and agreed that the chief steward, stewards and committee persons have their regular duties as employees to perform. The chief steward or stewards shall, after obtaining written permission from their supervisor, be permitted during their working hours and without loss of time of pay, to leave their regular duties for a reasonable length of time in order to investigate and settle grievances for their immediate zone of operation. A committee person shall, after obtaining written permission from their supervisor, be permitted during their working hours and without loss of time or pay, to leave their regular duties for a reasonable length of time in order to attend committee meetings with the management representatives.

- 8.05** It is understood and agreed that employees will be informed that they have the right to have their Union steward present in the event and before the employee is being formally disciplined or when such discipline is to be recorded on their file.

- 8.06** This will confirm the agreement of the Company that should an employee go twelve (12) months without a disciplinary notation, any notations preceding the twelve (12) month clear period shall not be used in assessing further discipline.

When the company wishes to discuss any subject matter or job performance related to employment with employees the meetings shall comprise one member of management and the employee, however, if more than one management person is in attendance the employee will be informed that they have the right to have their Union Steward present.

- 8.07 If required, the Company will permit one person, once per month to meet with newly hired employees who complete their probationary period, for the purpose of orientation.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 (a) Any dispute, grievance or misunderstanding (hereinafter called "Grievance"), involving wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company, shall be handled as follows:

STEP 1:

The employee, together with the steward representing their zone, shall take up the employee's grievance with the supervisor of their Department and shall at the same time, present a written summary of the grievance signed by both the employee and the steward.

STEP 2:

If the grievance still remains unsettled forty-eight (48) hours after presentation to the Supervisor, it may be taken up by the Union Committee and the Human Resources Department within the next five (5) working days, and a decision rendered in writing within a further five (5) working days. The steward who files the said grievance, and the grievor(s) shall attend the second (2nd) step meeting. An accredited representative of the National Union may be present at Step 2 at the request of either party.

The chief steward shall be entitled to act in the place of the zone steward on a day on which the zone steward has not reported for work.

Unless agreed by both the Company and the Union, no grievance shall be presented, the alleged circumstances of which originated or occurred more than ten (10) regular working days prior to its original presentation in writing.

- (b) All decisions arrived at by agreement between the representatives or representative of the Company and the Union Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union.
- (c) The time limits specified in this Article shall be deemed to be exclusive of Sundays, Saturdays and those holidays described in Article 18 of this Agreement.
- 9.02 (a) A claim by an employee that they have been unjustly discharged or suspended will be treated as a grievance, provided that they file a written grievance with the Human Resources Department within ten (10) days of their discharge or suspension. In such cases the first step of the regular grievance procedure will be omitted. An

employee who has been discharged, when it is practicable, will be given an opportunity to talk to their steward before leaving the Company premises.

- (b) A harassment complaint as defined in the Harassment Policy, having been processed through the dispute settlement mechanism in that Policy, may be processed directly to the second (2nd) step of this grievance procedure.

9.03 A Company grievance may be taken up with the Union between the Management and the Union Committee. In all cases, the Union's decision regarding same will be given in writing, and failing satisfactory settlement, the grievance shall be subject to the arbitration procedure.

ARTICLE 10 – ARBITRATION PROCEDURE

10.01 If the matter is not settled within ten (10) days after it has been brought to the attention of the management or within any longer period as may be agreed upon between the management and the Union Committee, it may be referred to a board of arbitration, constituted as follows:

If the grievance remains unresolved after the second (2nd) grievance meeting then within thirty (30) work days from the date of the Company's reply at that stage, the matter may be referred to arbitration. If within this time period (30 work days) the matter is not referred to arbitration, it shall be deemed to have been settled by the second (2nd) stage reply of the Company.

10.02 When either the Company or the Union requests that a grievance be submitted to arbitration, such a request shall be made in writing, addressed to the other party to this agreement, and shall, at the same time, nominate an arbitrator. Within three (3) days thereafter, the other party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately and choose a third arbitrator who will act as Chairperson of the Board. If, within five (5) days they fail to agree upon an impartial arbitrator, such impartial arbitrator shall, at the request of either of the nominated arbitrators, be appointed by the Minister of Labour for the Province of Ontario. The time limits herein specified may be extended by mutual agreement.

In the event an appointment of a Settlement Officer from the Ministry of Labour, is requested by a party, and agreed to by the other party, before Arbitration, the steward who filed the said grievance, and the grievor(s) shall attend the Settlement meeting.

10.03 Should the three-person board of arbitration not arrive at a majority decision, the decision of the Chairperson shall become the decision of the Board, and the decision of the Board shall be final and binding on both the Company and the Union.

- 10.04 The board of arbitration shall not have any power to alter or change any of the provisions of the agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement. In cases involving discharge or suspension, however, the Board may uphold the Company's action in discharging or suspending or may order reinstatement of the discharged or suspended employee with full compensation for time lost or may issue such other decision within these limits which in the Board's opinion, is just and equitable in the circumstances.
- 10.05 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.06 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly and equally bear the expenses of the Chairperson of the arbitration board.
- 10.07 If both parties agree, any grievance may be heard by a sole arbitrator, who shall be selected in the same manner as outlined above.

ARTICLE 11 – SENIORITY

- 11.01 The Company and the Union are agreed that the general policy in connection with seniority shall be security of employment for employees other than probationary employees, and an important consideration when promotions are to be made.
- The seniority plan must not operate to prevent the Company from maintaining an efficient working force of employees, or maintain normal standards of efficiency.
- 11.02 (a) An employee will be considered to be on probation until they have worked forty-five (45) work days of employment with the company. New employees will be placed on the seniority list on the date of employment.
- (b) Notwithstanding the provisions of paragraph 11.02 (a), it is agreed that in the case of the discharge of an employee during the employee's probationary period, a lesser standard of cause will apply. The company may discharge an employee during the employee's probationary period if the employee cannot satisfactorily fulfill the duties of the position. Satisfactorily fulfilling the duties of the position means demonstrating capability to do the normal requirements of the job, meeting the company's standards for punctuality and attendance, and the acceptance of and adherence to reasonable rules and regulations for the operation of the business. The Company agrees to notify the Union in writing when a probationary employee is terminated.
- 11.03 The Company agrees to post a bargaining unit-wide seniority list on or before December 15th and June 15th in each

calendar year. Copies of the seniority list shall be mailed to the Secretary of the Union.

11.04 An employees shall lose their seniority standing and their name shall be removed from all seniority lists and staff rolls for any of the following reasons:

- (a) If the employee voluntarily quits their employment with the Company.
- (b) If the employee is discharged for cause and such employee is not reinstated pursuant to the provisions of the grievance procedure herein.
- (c) If an employee who is recalled to work after a lay-off fails to notify the Company within three (3) working days of their intentions, or fails to return to work, or to furnish a satisfactory reason for not doing so within seven (7) working days after notice of recall has been sent by registered mail to the last address of the employee on file in the Human Resources Department.
- (d) If the employee overstays a leave of absence without securing extension of such leave of absence from the Company, in writing.
- (e) If the employee is absent from their duties for more than two (2) days and fails to inform the Company of the reason for their absence, unless unable to do so, and fails to make arrangements to secure leave of absence.
- (f) In the event of non-employment of an employee by the Company for a period of twenty-four (24) consecutive months, or a period equal to the employee's seniority, whichever is the lesser.
- (g) Employee retires normally at age 65 or takes early retirement on or after age 55.

11.05 The Union recognizes that Supervisors and other Company employees not in the bargaining unit, may continue the existing practice of assisting in office and clerical work in cases of emergency. Such emergency situations will be explained to the Union Representative when so requested.

11.06 When an employee is transferred to a non-bargaining unit position and is subsequently returned within six (6) months to the bargaining unit, they shall return with bargaining unit seniority accumulated at the time of their return.

ARTICLE 12 – LAY OFF

12.01 When there is to be a reduction in the work force, and where the reduction will be in excess of two (2) work days, the following procedure will apply:

- (i) The Company shall declare surplus the employee with the least seniority in the classification where the reduction is to take place.

- (ii) The employee who is so declared surplus may either take the lay-off or exercise their seniority to take the position of the most junior employee in another classification within their wage group (i.e., Group 1, 2, etc.) provided they are already able to perform the work.
- (iii) If no such job is available the employee may elect to repeat the above process in subsequent lower wage groups or take the lay-off.

12.02 When five (5) or more bargaining unit employees in the Office and Warehouse units are to be declared surplus, a joint Union/ Management Steering Committee, consisting of not more than four (4) representatives of the Union (the National Representative may also attend) and four (4) representatives of the Company, will be convened prior to any lay-offs being made. Steering Committee members will familiarize themselves with the lay-off process, coordinate the operation of the process, and provide counsel and advice to employees affected by the changes, on request.

12.03 In the event a job classification is eliminated, or where there is a surplus declared in a classification the employees thus surplus shall have the right to exercise their seniority to take:

- (a) the position of the employee with the least seniority in a position carrying the same rate of pay, and if such position is not available, then
- (b) The position held by the employee with the least seniority in the next higher pay level, provided the employee can perform the work required.

If no such position is possible, the employee may seek another position in accordance with 12.01 above.

During the term of this collective agreement the company undertakes that although employees will be declared surplus and proceed in accordance with Article 12.01, those employees thereby scheduled for layoff may displace the employee with the least seniority in subsequent higher classifications than their classification at the time of being declared surplus, provided the employee is able to perform the work.

An employee displaced by this method shall proceed in accordance with Article 12.01

12.04 Notwithstanding 12.01 above it is agreed and understood that when the Company introduces, new or modified equipment and/or associated changes in methods of operation, and there is a reduction in a job classification resulting from the introduction of such changes, the employee affected shall follow 12.01 outlined above, excluding normal requirements of the job and shall have a sixty (60) workdays familiarization period on the job.

12.05 Severance Pay

- (a) When an employee who has completed the probationary period is terminated by the company without cause due to lack of work, the company will pay severance pay to that employee in the amount of one (1) week's basic pay for each complete year of continuous service with the company, prorated for part years of continuous service, to a maximum of twenty-six (26) weeks pay. Severance pay will be payable in addition to any pay in lieu of notice required under the Ontario Employment Standards Act.
- (b) When there is to be a reduction in the workforce, the company may, at its discretion, give employees aged 55 and over the option of voluntarily retiring early, with severance pay.

ARTICLE 13 - RECALL

- 13.01 Employees shall be recalled in order of their seniority, in their seniority unit, provided they are able to perform the work available.
- 13.02 Employees shall have recall rights for a period of twenty-four (24) consecutive months, or a period equal to the employee's seniority, whichever is the lesser.
- 13.03 (a) Employees must accept recall to their former classification in their unit or forfeit all seniority.
(b) An employee may decline recall to any other job.

ARTICLE 14 - JOB POSTING AND TEMPORARY TRANSFER

- 14.01 The terms set out herein apply to all Job Applications in Drug Trading Company Limited Or Druggists' Corporation Limited shall be based primarily on the skill, ability, experience and qualifications of the employee concerned, but as between persons of approximately equal standing based on the above factors, unit seniority shall govern.

Employees may apply for posted vacancies which are within their present job group, provided the job they apply for is Different from the one they presently hold. Such applications will be treated on the same basis as all other applications, except that where an employee has been granted a lateral move, they may not make subsequent application for another lateral move until a period of six (6) months has elapsed from the date of the original move.

The Union acknowledges the right of the Company to set Qualifications and tests for Schedule "A" jobs. The Company Undertakes to advise the Union in the event of a change in Qualification for any job. Tests, where applicable, shall be Consistently applied.

- 14.02 All Vacancies by shift in the Drug Trading and Druggists' Corporation units of a permanent nature within the Classifications listed on Schedule "A" attached hereto, shall

be posted on a bulletin board for a period of three (3) consecutive days and may be applied for by written application within the said three (3) days by employees who have completed their probationary period except as provided in 14.01 above. Probationary period referred means new employee.

Employees who apply and are accepted on lower paid jobs may not apply for subsequent lower paid jobs until six (6) months has elapsed from the date of their last job application.

Notwithstanding 14.01 par.2 above an employee on the night or afternoon shift may apply to any posting on the day shift.

(a) All employees may apply for all job postings. All job pasting applications will be accepted in a priority as listed below:

(i) Scarborough Warehouse Job Postings

1st Scarborough Warehouse

2nd D.C. Warehouse

3rd Scarborough Office

4th D.C. Office

(ii) Scarborough & D.C. Office Job Postings

1st Scarborough & D.C. Office

2nd Scarborough Warehouse

3rd D.C. Warehouse

(iii) D.C. Warehouse Job Postings

1st D.C. Warehouse

2nd Scarborough Warehouse

3rd D.C. Office

4th Scarborough Office

(b) Successful applicants will be advised in writing within five (5) work days after the posting is down, of their selection, and the job filled within a further ten (10) working days or the appropriate rate paid for the job.

14.03 Only the original vacancy and the vacancy resulting from the filling of the original vacancy shall be subject to the posting procedure. Subsequent vacancies need not be posted and may be filled in accordance with the relevant provisions of Clause 14.01.

14.04 A person in the warehouse or factory bargaining unit of Drug Trading Company Limited or Druggists' Corporation Limited, Scarborough, Ontario, who is hereinafter transferred into the bargaining unit as identified in Article 2 of this agreement, will be treated as a probationary employee until they have worked thirty (30) work days of employment with the Company, in the bargaining unit as identified in Article 2 of this agreement. Upon completion of this probationary period, such employee will be given seniority credits for their whole service with Drug Trading Company Limited or Druggists' Corporation Limited, Scarborough, Ontario.

14.05 Employees on vacation or sick leave, may authorize another to sign their name to a job posting if the employee is willing and/or able to be available to fill the opening when required in the event it is awarded them. If such an award is made and the employee is not available when required, they shall forfeit the award except if they are not available due to scheduled vacation, approved leave of absence, or they are sick and are available for the work within five (5) days of being notified of the award. The Company has no obligation of notice of the opening other than as set out in 14.01 and 14.02 above.

14.06 (a) The Union recognizes the need for the Company to temporarily transfer employees from time to time; however, it is agreed and understood that such temporary openings which necessitate the transfer shall not exceed thirty (30) work days. If the opening is for more than thirty (30) work days, the opening shall be posted as provided herein. The thirty (30) work days may be extended by the agreement of the parties.

(b) Notwithstanding the provisions of Article 14.02, the company agrees to post all temporary vacancies of thirty (30) work days or more that it intends to fill, provided that this obligation does not extend to backfill vacancies created by the original posting, or to refill vacancies created when the successful candidate vacates the temporary position for any reason.

Time spent on temporary transfer shall not be considered in the evaluation of applicants to job postings.

14.07 (a) If an employee is temporarily transferred to a job with a higher rate, the employee shall receive the higher rate for all hours worked in the classification.

(b) If an employee is temporarily transferred to a job with a lower rate, the employee shall maintain the rate of their old classification.

14.08 Employees in the Office and Clerical units shall be limited to not more than one (1) successful applicant every three (3) months, to warehouse positions.

14.09 The Union will be informed of the name of applicants to job postings, the successful applicant and the projected date of filling the position,

14.10 An employee will be permitted if awarded a job vacancy, the right, within ten (10) working days to return to their previous position.

After this period the employee will not be permitted to request to be taken off the awarded job.

Notwithstanding the above, the Company may use up to thirty (30) working days to determine the acceptability of the successful applicants.

At any time during this period the employee is determined to be unacceptable, they shall be returned to their former position.

In each of the above circumstances the employee(s) displaced by the original employee(s) returning to their former position shall have no recourse to challenge the move.

ARTICLE 15 – LEAVE OF ABSENCE

- 15.01 The Company may grant leave of absence in writing to any employee for personal reasons, retroactively if necessary, and any person who is absent with such written permission shall not be considered to be laid off and their seniority shall continue to accumulate during their absence; leave of absence shall not be unreasonably denied.
- 15.02 Any seven (7) employees selected for any labour activity connected with the Union necessitating time off from work for such labour activity, shall be granted such time off up to two (2) weeks without pay and without loss of seniority. The Company will grant a leave of absence of up to one (1) year duration to an employee elected or appointed to fill a full-time office with the National or Local Union. During such appointment the employee shall maintain their acquired seniority level and shall be covered for normal welfare benefits except those arising from loss of income. The Union agrees to reimburse the Company each month for the full amount of such premium cost as incurred by the Company including the cost of maintaining the employee's pension benefit during the leave of absence period. The employee will be returned to the classification at the location they last held with the Company and it is understood and agreed that in the event of the incumbent employee having greater seniority rights, such rights are waived in this instance.
- 15.03 Any employee who, while on, leave of absence, works for wages for any employer other than the Company shall, unless they have written permission from the Company to do such work, be subjected to the appropriate disciplinary action.
- 15.04 A maternity leave of absence of twenty (20) weeks, or longer if medically necessary, if required, shall be granted to a permanent employee, provided the employee has twelve (12) months seniority or more, and such employee shall retain and continue to accrue seniority and service during the leave of absence. Proof of pregnancy shall be submitted at least two (2) weeks prior to the commencement of the leave.
- 15.05 An employee absent on maternity leave will be reinstated in her previous classification, or added to the recall list in accordance with the terms of this agreement as the case may be, upon receipt of a doctor's statement of her ability to perform the work.

ARTICLE 16 – HOURS OF WORK

- 16.01 The normal hours of work shall be thirty-seven and one-half (37-1/2) hours per week, Monday through Friday inclusive.

16.02 Shift Hours

- (i) (a) Hours of work for night shift operations shall commence between 11:00 p.m. and 12:00 a.m. (2300 hours and 2400 hours).

Hours of work for afternoon shift operations shall commence between 3:00 p.m. and 4:00 p.m. (1500 hours and 1600 hours).

- (b) Hours of work for day shift office and clerical units shall commence between 7:30 a.m. and 9:00 a.m. (0730 hours and 0900 hours).
- (c) Any change with 16.02 (i) (a) above shall be negotiated with and agreed upon by the Company and the Union.
- (ii) (a) Week-end premium (17.01 refers) shall not apply to hours of work at the beginning or end of a shift.
- E.G. Where a shift commences on Sunday as provided in (i) (a) above, no Sunday premium (17.01 refers) shall apply to the hours worked on Sunday.
- Where a shift finishes on Saturday, no Saturday premium (17.01 refers) shall apply to the hours worked on Saturday.
- (b) Weekend premium (17.01 refers) shall apply for an afternoon shift starting on Sunday.
- (iii) (a) The following premium will be paid for each hour worked on the above shift [(i) (a) above refers]:
- April 15, 1994 – 50 cents per hour
April 15, 1995 – 53 cents per hour.
- (b) Where the majority of the straight time hours worked fall within the hours of either the afternoon or evening shift in 16.02 (i) (a) above, that shift premium shall apply.
- (iv) For the purpose of calculating Statutory Holidays and vacation pay, shift premiums shall be included for those regularly assigned to a shift.

16.03 It is understood that the Company undertake to communicate to and discuss with the Union any proposed change in the hours of work which affects the majority of employees in any group at least seventy-two (72) hours before the change becomes effective.

16.04 The Company shall schedule, for all employees, two (2) rest periods of fifteen (15) minutes each during their normal daily hours of work. When an overtime period of two (2) hours' duration or more is scheduled, a rest period of fifteen (15) minutes shall be scheduled at the half-way point. It is the intention of the Company and the Union that the rest periods shall be strictly enforced.

- 16.05 The Company will allow a period of five (5) minutes for the purpose of a wash-up period immediately prior to the end of the first half and the last half of the working day. The five (5) minute wash-up period will be signalled by the ringing of the bell.
- 16.06 The provisions of this article, with referenceto hours of works, shall not be construed as a guarantee of any specific hours of work, either per day or per week.
- 16.07 The Company will pay clock card hours recorded to end of regular shift. Time in excess must be approved by a supervisor.
- Lateness of any employee shall be calculated from their time record.

ARTICLE 17 – OVERTIME

- 17.01 It is recognized that from time to time the Company has a requirement for overtime to be worked. The Company expects each employee to do their fair share of such overtime when it is required and will give as much notice as possible when such overtime is required.

The Company shall determine when overtime is required and will request employees to work the overtime. Should an employee or employees not wish to work the overtime, the Company shall endeavour to find replacements. If sufficient employees are not available, the Company may have the required work performed by non-bargaining unit employees.

Each employee shall be paid at the rate of time and one-half (1-1/2) for the first four (4) hours worked in excess of their normal daily hours, Monday through Friday, and double time thereafter, and time and one-half (1-1/2) for the first four (4) hours worked on Saturday and double time (2) thereafter, and double time (2) for all hours worked on Sunday.

The Company will keep departmental records of overtime. Employees who decline overtime will be recorded as if they had worked the overtime.

- 17.02 An employee who is required to work two (2) or more hours overtime shall receive a meal allowance as follows:
- (a) effective April 15, 1994 – \$6.00
 - (b) effective April 15, 1995 – \$6.25

- 17.03 An employee who is searched after the conclusion of their work period shall be paid for fifteen (15) minutes at overtime rate for each fraction of a fifteen (15) minute period.

It is understood and agreed that such searches will not include personal body searches. Also, when employees' lockers are being searched the employee has the right to be present with Union representation.

ARTICLE 18 - PLANT HOLIDAYS

18.01 (a) An employee shall receive a regular day's pay for each of the following holidays, regardless of when it falls:

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

provided that the employee is not absent from work on the work day immediately preceding nor on the work day immediately following the holiday. These conditions shall not apply if the employee is absent on the day immediately preceding the holiday with Company consent, or if they are absent on either or both qualifying days by reason of verified illness or an authorized leave of absence, which in either case, commenced not earlier than the fourth working day immediately preceding the holiday. An employee shall not be eligible for pay for such holidays if he/she was hired less than four (4) weeks prior to the holiday.

(b) When an employee is absent on the work day before or the work day following any of the above recognized holidays, and such absence is due to a disciplinary suspension, the employee will be paid for the holiday.

18.02 It is understood and agreed that an "Employees Birthday Holiday" will be scheduled as close as possible to the employee's actual birthday but will be on a day which is mutually satisfactory to the Company and the employee. Employee will not be eligible if birthday falls within probationary period.

18.03 An employee who works on any of the holidays mentioned in Clause 18.01, shall, if entitled to the payment provided in Clause 18.01, be paid double time (2) in addition thereto for all hours so worked.

18.04 If any of the holidays listed above should fall on a Saturday or Sunday, the holiday shall be substituted for another day as agreed upon by the Company and the Union. However, if no day is agreed upon by the Union and the Company, then the Company shall substitute another day which will be either the Friday immediately preceding, or the Monday immediately following, as the holiday for the purposes of this agreement.

ARTICLE 19 - VACATIONS

19.01 The Company will grant annual vacations with pay at the employee's regular rate on the following basis to those employees who qualify for same under all the provisions of this article:

- (a) Two (2) weeks' vacation pay after one (1) year of continuous service.
- (b) Three (3) weeks' vacation with pay after five (5) years of continuous service.
- (c) Four (4) weeks' vacation with pay after eleven (11) years of continuous service.
- (d) Five (5) weeks' vacation with pay after twenty (20) years of continuous service.
- (e) Six (6) weeks vacation with pay after thirty (30) years of continuous service.

The Company agrees that each employee will be entitled to two (2) weeks' vacation if so due during the period of June 1st to August 31st. Preference for this holiday period will be based on seniority and those employees entitled to additional weeks will schedule same accordingly to the requirements of the collective agreement.

At the discretion of the Company the third (3rd), fourth (4th), fifth (5th) and sixth (6th) weeks may be scheduled between January 1st and May 31st, or between September 1st and December 31st, unless there are open weeks between June 1st and August 31st.

January 1st is to be the anniversary date for qualifying for additional vacation time.

- 19.02 Druggists' Corporation will be closed for a two (2) week period between July 15th and August 15th. For all other locations vacations will be scheduled at such time of the year as is found most suitable, considering both the wishes of the employees and the Company. Subject to the provisions of Section 19.01 (b), (c) and (d), vacations will be available from January 1st to December 31st; however, they will be scheduled in such a manner as to provide a fair distribution of the number of people who are absent due to vacations. Employees within their department, with the greater length of service with the Company will have first choice for vacation dates, provided that they indicate their preference to their supervisor within forty-eight (48) hours of receiving the vacation selection sheet.
- 19.03 Any employee who is absent on vacation when a plant holiday listed in Article 18 occurs, will receive an extra day's vacation at a time mutually satisfactory to the employee and the Company or, by mutual agreement will receive plant holiday pay for such day in addition to their regular vacation pay, provided in either case that they are not otherwise disqualified from receiving plant holiday pay under the provisions of Article 18.
- 19.04 Vacations must be taken in the year in which they are due and may not be saved up from one calendar year to the next.
- 19.05 Vacation allowances must be taken as time off and an employee cannot draw their vacation pay as extra pay in

lieu of taking time off, except in the case of people who have been absent for an extended period of time due to illness.

- 19.06 On termination of employment, an employee will receive vacation pay for all earned but unused vacation entitlement at the rate of 4%, 6%, 8%, 10% or 12% (depending upon whether at the time of termination the employee qualified for a vacation of two (2), three (3), four (4), five (5) or six (6) weeks respectively.
- 19.07 The Company shall pay the holiday pay adjustment on an employees gross annual earnings as per 19.06 above, on either the employees anniversary date, or the last week of the employees annual holidays, which ever occurs last.

ARTICLE 20 – WAGES

- 20.01 Classifications and rates of pay for the period April 15, 1994 to April 14, 1996, are set forth in Schedule " A annexed. The said Schedule "A" is hereby declared to form part of this agreement and is signed by the parties relative hereto.
- 20.02 The Company agrees that the employees cheques and pay statements will be in envelopes.

ARTICLE 21 – NOTIFICATION OF ADDRESS

- 21.01 Every employee covered by this agreement shall notify the Human Resources Department of their current address and telephone number (if any). The Human Resources Department, upon receipt of such notice, will acknowledge same in writing to the employee. Any inconvenience or hardship suffered by an employee by reason only of their failure to comply with this requirement and/or to produce the Human Resources Department's acknowledgements shall be the responsibility of such employee.

ARTICLE 22 – BULLETIN BOARDS

- 22.01 The Company agrees to provide the Union with notice boards upon which the Union may post notices, subject to the following conditions:
- (a) Notices shall be posted only on notice boards provided by the Company for the use of the Union.
 - (b) The subject matter of any notice posted shall be restricted to notices of meetings, of the results of elections pertaining to the said works, or of recreational or social activities.

The Company reserves the right to take down anything it considers does not comply with (b).

- 22.02 The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kinds of literature on the Company premises except as provided in this agreement.

ARTICLE 23 – NO STRIKES OR LOCKOUTS

- 23.01** In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, it will not call, counsel or permit, nor will any employee participate in, any strike, slowdown or other collective action which will stop or interfere with production, and the Company agrees that there will be no lockout.
- 23.02** The Union further agrees that it will not involve the Company in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 24 – JURY DUTY, WITNESS AND BEREAVEMENT PAY

24.01 Jury Duty and Witness

An employee who is required to serve on a jury or who is subpoenaed as a witness to appear in court, shall be paid the difference between the amount paid for their service as a juror or witness and their calculated daily rate for the time lost from their regular work week by reason of such service, subject to the following conditions:

- (a) The employee must notify their immediate supervisor the working day following the receipt of notice of selection for jury duty or their requirement to be a witness.
- (b) Any employee called for jury duty or required to be a witness, who is temporarily excused from attendance at court must report for work if a reasonable period of time remains to be worked.
- (c) In order to be eligible for such payment, the employee must furnish a written statement from the clerk of the court showing the date of their service as a juror or witness, the time so spent and the fee received for their service as a juror or witness if required by the Company to do so.
- (d) Any employee on the afternoon or night shift will be treated as if they work the day shift according to the above.

24.02 Bereavement Leave

An employee shall be entitled to leave of absence with pay for a period not exceeding three (3) consecutive days, between Monday and Friday inclusive, in the event of the death of member of the employee's immediate family. The Company may require proof of death. Members of the immediate family shall include wife, husband, children, father, mother, sister, brother, father-in-law, mother-in-law, grandfather, grandmother and grandchildren. Such leave of absence shall begin on the day of death of a member of the family or end on the day of the funeral.

- 24.03 An employee shall be entitled to leave of absence with pay for a period not exceeding one (1) day, between Monday and Friday inclusive, in the event of the death of a sister-in-law, brother-in-law, daughter-in-law or son-in-law, for the purpose of attending at the funeral or service.
- 24.04 The employee shall not receive any additional pay because the death and/or funeral occurred on a plant holiday, during their vacation, or during any leave of absence without pay.

ARTICLE 25 – WELFARE

- 25.01 The Company agrees to provide and to pay the full premium costs of the following welfare plans for employees and their dependents, provided that except in the case of Long Term Disability and Life Insurance, benefits for new employees do not commence until the completion of forty five (45) days worked of employment.

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

Prescription Drug Plan – 35 cents deductible (Incl. contraceptive pills)

A list of DRUGS removed from coverage of the DRUG PLAN shall be provided to the Union upon request.

Supplementary Health Care

Dental Plan – equivalent to Blue Cross #9 basic with the following applicable fee schedules:

April 15, 1994 – 1992 O.D.A. Schedule

July 24, 1994 – 1993 O.D.A. Schedule

January 1, 1995 and each January 1st thereafter – O.D.A. Schedule for the prior year.

Vision Care Plan – One hundred and thirty dollars (\$130.00) per twenty four (24) month period, increasing to one hundred and forty dollars (\$140.00) per twenty-four (24) month period effective April 15, 1995, in accordance with the Company's insurance plan.

- 25.02 The Company agrees to provide and to pay the full premium costs of the following welfare plans for employees, provided that except in the case of Long Term Disability and Life Insurance, benefits for new employees do not commence until the completion of forty five (45) days worked of employment.

Weekly Indemnity – providing benefits of 66 2/3% of basic weekly earnings up to a maximum of their U.I.C. benefit per week, commencing the first day of non-compensable accident, the first day of hospitalization, fourth day of illness for a maximum period of forty (40) weeks.

Life Insurance – per Company Employees Handbook

Pension Plan – The Pension Plan shall remain in force during the term of this agreement.

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- (i) Early retirement at the age sixty (60) years and over, with a combination of age plus years of service of eighty-five (85) an employee would be entitled to an unreduced pension and subsequent benefits.
 - (ii) Pension benefits are based on the following:
 - benefits for service prior to March 1, 1976 are based on actual pension accrual under predecessor plans.
 - service from March 1, 1976 to January 31, 1993 is credited at \$17.00 per month per year of service.
 - service from February 1, 1993 to January 31, 1995 is credited at \$19.00 per month per year of service.
 - service from February 1, 1995 forward is credited at \$21.00 per month per year of service.
 - (iii) Employees taking early retirement will be maintained on the drug plan only (100% paid by the company), coverage will continue until normal retirement date.

Long Term Disability – All employees who have completed five (5) years of continuous service with the Company will be covered by a Long Term Disability Plan which will provide a benefit of \$1,000.00 per month effective July 24, 1994 for employees actively at work on that date, in accordance with the terms and conditions as set out in the contract of insurance between the Company and the Insurer. This benefit shall be offset by any payments the employee may receive from Workers' Compensation.

The improved benefits provided in this collective agreement are accepted by the Union in satisfaction of any employee share of future Unemployment Insurance Premium rebates payable to the employees, which rebates will then become payable to the Company.

ARTICLE 26 – DURATION OF AGREEMENT

- 26.01 This agreement shall come into effect from the date of signing, but shall be for a term of two (2) years from April 15, 1994 to and including April 14, 1996, unless either party gives to the other party written notice of termination or of a desire to amend the agreement, then it shall continue in effect without change from year to year thereafter until terminated in the manner hereinafter provided.
- 26.02 Notice that amendments are required or that either party intends to terminate the agreement shall be given during the period of ninety (90) days prior to the termination date or any anniversary date in the event of any subsequent yearly extension **as** provided above.
- 26.03 If notice of amendment or of termination is given by either party, the other party agrees to meet within ten (10) days after receipt of such notice for the purpose of negotiation. This agreement shall remain in effect during the negotiation period.

DATED at Toronto Ont. ~~this~~ 28th day of October 1994

FOR THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

FOR THE COMPANY:

ROSS NISBET
DENIS WALSH
BOB FERGUSON

LOCAL 11-0
GAIL NORTON
GRACE HARTNETT
MIKE TAIT
DANHUBBARD
KEN HANKINSON
LINDA SIMMONS
SANDRA ROBERTS

SCHEDULE "A"
WARDEN and DRUGGISTS' CORPORATION OFFICES
EFFECTIVE APRIL 15, 1994 TO APRIL 14, 1995

GROUP	START	RATE AFTER 45 DAYS WORKED ON THE JOB	RATE AFTER 1 YEAR
(1) File Clerk			
Junior Clerk	\$10.81	\$11.14	\$11.46
(2) Key Punch Trainee	10.53	10.78	11.10
(3) Recep/Switchboard	11.49	11.75	12.06
(4) Key punch Op. "B"			
Intermed. Clerk			
Adjust Clerk "B"			
Calc. Machine Op.			
Clerk Typist			
Credit Clerk	12.77	13.03	13.34
(5) Senior Clerk "C"			
Senior Key punch Op.			
Adjust Clerk "A"			
Cust. Serv. Person	12.77	13.03	13.34
(6) Utility			
Senior Clerk "B"			
Secretary "B"			
Machine Op.			
Senior Credit Clerk	12.77	13.03	13.34
(7) Keytape Op.			
Secretary "A"	13.41	13.56	13.99
(8) Screen Op.			
Sr. Payroll Clerk	14.35	14.57	14.89
(9) Senior Clerk "A"			
Buyer "A"			
Printer Op.			
I/O Control Clerk			
Telephone Info Clerk	14.70	14.95	15.26
(10) Inv. Analyst	15.29	15.55	15.87

SCHEDULE "A"

**WARDEN and DRUGGISTS' CORPORATION OFFICES
EFFECTIVE APRIL 15, 1995 TO APRIL 14, 1996**

GROUP	START	RATE AFTER 45 DAYS WORKED ON THE JOB	RATE AFTER 1 YEAR
(1)	File Clerk		
	Junior Clerk	\$10.97	\$11.63
(2)	Key Punch Trainee	10.69	11.27
(3)	Recep/Switchboard	11.66	12.24
(4)	Key punch Op. "B"		
	Intermed. Clerk		
	Adjust Clerk "B"		
	Calc. Machine Op.		
	Clerk Typist		
	Credit Clerk	12.96	13.54
(5)	Senior Clerk "C"		
	Senior Key punch Op.		
	Adjust Clerk "A"		
	Cust. Serv. Person	12.96	13.54
(6)	Utility		
	Senior Clerk "B"		
	Secretary "B"		
	Machine Op.		
	Senior Credit Clerk	12.96	13.54
(7)	Keytape Op.		
	Secretary "A"	13.61	14.20
(8)	Screen Op.		
	Sr. Payroll Clerk	14.57	15.11
(9)	Senior Clerk "A"		
	Buyer "A"		
	Printer Op.		
	I/O Control Clerk		
	Telephone Info Clerk	14.92	15.49
(10)	Inv. Analyst	15.52	16.11

FOOTNOTES TO SCHEDULE "A"

- (1) The probationary period for all new employees shall be forty five (45) days worked with the Company. Where an employee who has completed their probationary period of forty five (45) days worked with the Company is transferred from one wage group to another, they shall receive the appropriate rate of the new group according to their period of service less the difference between the minimum rate and the "after probationary period on job" rate of the new group. After thirty (30) days worked on the new job, their rate shall be augmented by such difference.
- (2) Key punch Trainee progresses to Key punch Operator "B", after six months.
- (3) "RATE A 45 DAYS WORKED ON THE JOB", applies to NEW only "RATE AFTER 30 DAYS WORKED ON THE JOB", shall apply to all employees who have completed their forty five (45) days worked on the job, RE: Article 14.04 – JOB POSTING AND TEMPORARY TRANSFER.

SCHEDULE "B"

To: Drug Trading Company Limited,
1960 Eglinton Ave. E.
Scarborough, Ontario.
M1L 2M5

In accordance with Article 5 of our current agreement, you hereby
indirectly deduct an amount equal to one (1) times the regular monthly
union dues each pay period (2) times the dues
, to remit same to the Secretary-treasurer of the
International Brotherhood of Teamsters, Local 1111
I.C.

This agreement shall not be revoked during the term of the present
agreement.

DATE: _____ SIGNATURE _____

EFFECTIVE DATE: _____ CLOCK NO. _____

**LETTER OF UNDERSTANDING
RE: STUDENTS**

The Company agrees that students may only be employed during the school vacation period.

It is understood and agreed that these students will only be paid seventy percent (70%) of the rate of pay in Schedule " A of the Collective Agreement.

It is further understood and agreed that students will only be employed on the night shift and that where temporary job openings in excess of thirty (30) work days occur on the day or afternoon shift due to vacations, sickness, leaves of absence etc., such vacancies will be posted and those permanent employees working on the afternoon or night shifts may apply.

The Company shall provide a **list** of all students upon request of the Union.
