COLLECTIVE AGREEMENT

Between:

PHARMA FLUS DRUGMARTS LTD.

- and -

UNITED FOOD & COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 175

Term:
January 3, 1999 to January 4, 2002

D992.4(02)

Name .....

Address .....

Phone .....

Soc. Ins. No. .....

Work Address .....

Work Phone .....

Union Steward .....

Phone .....

United Food & Commercial Workers
U.F.C.W. Locals 175 and 633
2200 Argentia Road
Mississauga, Ontario L5N 2K7
Phone: (905) 821-8329

Toll-free outside Metro Toronto
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Revised 05.99

LETTER FROM THE PRESIDENT U.F.C.W. LOCAL 175

Dear Fellow Members:

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

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

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

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

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

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

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

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

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

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

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

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

Your Local Union represents some 40,000 members across Ontario. As we continue to grow, we have moved to keep up with the growth in areas of servicing and all-round members' support. Included in this booklet is a list of Union representatives and other representatives there to support you, the member.

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

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

In Solidarity,
Michael J. Fraser, President,
U.F.C.W. Local 175.

OFFICERS

Michael J. Fraser
President

Wayne Hanley
Secretary-Treasurer

Betty Pardy
Recorder

Ran Springall
Executive Assistant

As the elected officers of Local 175, it is our job to ensure the smooth running and day-to-day operations of your Local Union. We represent some 40,000 members across Ontario, of whom some 25,000 are retail workers. Others work in a wide variety of units, including nursing homes, funeral homes, hotels, processing plants, and manufacturing plants. This requires versatility, knowledge and tireless effort. To accomplish this job, we are supported your Union Steward, Union Representatives, Benefits Representatives, staff lawyers and communications representative. If we are not available or cannot answer a given question, we have the resources to find out. Remember, we are here to serve you.

UNITED FOOD & COMMERCIAL WORKERS

The United Food and Commercial Workers is one of the largest and most respected unions. You are one of over 200,000 members in Canada and 1,500,000 members in North America.

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

U.F.C.W. LOCALS 175 AND 633

Your local unions, with over 40,000 members, is the largest UFCW local union, and the largest local union of any union in Canada.

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

U.F.C.W. LOCALS 175 and 633 EXECUTIVE BOARD

LOCAL 175 EXECUTIVE BOARD:

PRESIDENT
Michael J. Fraser, Mississauga

SECRETARY~TREASUREA
Wayne Hanley. Oakvlle

RECORDER
Betty Pardy, London

VICE-PRESIDENTS
Rick Alagierski, Mississauga
Toni Armstrong, Hawkestone
Bryan Braithwaite, Chatham
John Brodhagen, Chesley
Judith Burch, Toronto
Freda Courtnage, Brantford
Bruce Dosman, Hanover
David Fox. Napanee
Sheila Grant, Belleville
Wayne Harbin, Guelph
Tim Kelly, Stratlord
Masood Khan, Scarborough
Cliff Kostyniuk, St. Cathatines
Marilyn Lang, Cobourg
Angus Locke, Kitchener
Rosemarie Mathieu, Oshaw
Rodney Merkley, Thunder Bay
James Montgomery, Welland
Pat Newell, Port Hope
Philip Palahnuk. Waterford
Bill Pettigrew, Ayr
Cindy Rarie. Kenora
Leslie Sardo-Viscuglia, Hamilton
Ron Springall, Kitchener
June Towler, Bradford
Margaret White, Trenton
Thomas Williams, Colborne
Coreena Zurkan. Kenora

LOCAL 633 EXECUTIVE BOARD

PRESIDENT
Dan Bandy, Amherstburg

SECRETARY-TREASURER
Linval Dixon, Pickering

RECORDER
Patricia Bain, Willowdale

VICE-PRESIDENTS:
Neil Hotchkiss. McGregor
MaryLou Mallett, Arthur
Roy Reed, Orillia

What You Get For Your Union Dues

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

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

WHAT IS A UNION STEWARD?

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

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

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

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

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

UNION SCHOLARSHIPS FOR HIGHER EDUCATION

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

To address that need Locals 175 and 633 offer annual regional stewards training seminars. These seminars are held separate from courses which are available to members at the Locals Training and Education Centre in Mississauga. On a weekly basis the Union offers courses which allow our members to further their formal education and increase their ability and skill level in areas ranging from computer foundations, literacy and math upgrading to steward training and workplace advocacy.

In addition, twice a year the Locals offer stewards and members scholarship programs which are conducted at the Locals Training and Education Centre in Mississauga.

Thirty scholarships are awarded annually to stewards province wide to attend a weeklong in-depth training and education seminar. The theme of the week is "Labour's History; Past, Present and Future" and ensures that our stewards are well informed and educated to be representatives of our Union in their workplaces. Stewards also receive nine hours of hands on computer training during the weeklong course.

Thirty members' scholarships are also awarded annually to provide members throughout the province an opportunity to attend a weeklong computer training course. The course is a basic computer course which will give members an understanding of how a computer works and an introduction to using a computer.

With each of these scholarship programs the Locals will cover the cost of the course and materials as well as the members' wages, per diems, accommodation and transportation costs.

To find out more about courses offered through the Training and Education Centre or for more information on the scholarship programs, please contact the Training and Education Centre at (905) 564-2500 or 1-800-728-8902.

WORKPLACE SAFETY AND INSURANCE ACT 'W.S.I.A'
Formally
WORKERS COMPENSATION ACT "W.C.B"

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

1. HOW DOES THE WORKER REPORT AN ACCIDENT?

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

2. IS THERE AN EXTENSION OF TIME?

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

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

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

4. WHAT CONSENT OF DISCLOSURE IS REDUIRED?

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

5. FAILURE TO FILE?

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

6. NOTICE TO EMPLOYER?

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

7. NOTICE OF MATERIAL CHANGE IN CIRCUMSTANCES?

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

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

8. WAGES FOR DAY OF ACCIDENT?

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

9. EMPLOYMENT BENEFITS

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

(a) the employer was making contributions for employment benefits in respect of the worker when the injury occured:

and

(b) the worker continues to pay his or her contributions if any, for the employment benefits while the worker is absent from work.

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

Section 40 (1)... The employer of an injured worker shall co-operate in the early and safe return to work of the worker by,

(a) contacting the worker as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:

(b) attempting to provide suitable employment that is available and consistent with the worker's functional abilities and that. when possible, restores the worker's pre-injury earnings:

(c) giving the Board such information as the Board may request concerning the worker's return to work: and

(d) doing such other things as may be prescribed.

SAME WORKER?

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

(a) contacting his or her employer as soon as possible after the injury occurs and maintaining communication throughout the period of the worker's recovery and impairment:

(b) assisting the employer, as may be required or requested, to identify suitable employment that is available and consistent

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

(c) giving the Board such information as the Board may request concerning the worker's return to work: and

(d) doing such other things as may be prescribed.

11. NOTICE OF DISPUTE?

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

12. OBLIGATION TO RE-EMPLOY?

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

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

(a) offer to re-emplpy the worker in the position that the worker held on the date of injury, or

(b) offer to provide the worker with alternative employment of a nature and at earnings comparable to the worker's employment on the date of injury

TIME LIMITS

1 A 30 day time limit on appealing a Board decision about return to work or a labour market re-entry plan made on or after January 1, 1998.

2 A six month time limit on appealing any other Board decision made on or after January 1, 1998.

3 A six month time limit on filing a claim.

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

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

EMPLOYMENT INSURANCE
(formerly UNEMPLOYMENT INSURANCE)

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

"Where to Apply?"

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

Regular Benefits:

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

- you have paid into the El account;
- you have worked the required minimum number of hours in the last 52 weeks; the number of hours of work needed, may range from 420-700 hours depending on the unemployment rate in your region.
- there are two exceptions: if this is your first job ever, or your first job after coming back into the workforce after an absence of two years or more, you will need a minimum of 910 hours of work to qualify regardless of the local unemployment rate.

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

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

How to Calculate the Benefit Amount?

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

(a) the number of weeks of insured earnings in the last 26 week period; or

(b) the number of weeks specified in the divisor table.

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

Intensity Rule:

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

Work Credits:

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

Sick Benefits:

Sick benefits are paid for up to 15 weeks, if you have 700 hours of insurable employment in the last 52 weeks or since the start of your last claim. If you get sick after your employment was interrupted for another reason, such as temporary layoff, you may be eligible with less than 700 hours, Medical reports are necessary.

Maternity Benefits:

You must have worked and paid El premiums for at least 700 hours in the last 52 weeks, or since the beginning of your last El claim. You can start collecting maternity benefits up to 8 weeks before you are scheduled to give birth. However, benefits cannot be received later than 17 weeks after the baby is due or born, unless the infant is confined to a hospital.

Parental Benefits:

Parental benefits can be collected for up to 10 weeks by both natural and adoptive parents while they are caring for a newborn or adopted child. The time allotment may be extended to 15 weeks if the child is six months or older at the time of arrival in your home and suffers from a physical, psychological or emotional condition that requires extended care. The benefits can be claimed by one parent or split between the two, but if they are split, each parent will have a two week waiting period.

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

Discharge or Quit:

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

FOR MORE INFORMATION
CONTACT
HUMAN RESOURCES DEVELOPMENT CANADA
OR
CANADA EMPLOYMENT CENTRE
SHOULD YOU HAVE A PROBLEM
CALL YOUR
LOCAL UNION REPRESENTATIVE
FOR HELP!

THE OCCUPATIONAL HEALTH & SAFETY ACT

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

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

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

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

Note: Department Heads in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment. If a meat manager is unable to convince a fellow worker to wear a mesh apron when he is required to do so, he should simply report the situation to the Store Manager.

Workers' Obligations

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

Workers may not:

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

The Right to Refuse Unsafe Work

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

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

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

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

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

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THIS AGREEMENT made **and** entered into as of May 14, 1999

BETWEEN:

PHARMA PLUS DRUGMARTS LTD.

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

(Hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 175

(Hereinafter referred to as the "Union")

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

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

ARTICLE 1 - BARGAINING AGENCY

1 .01 (a) The Company recognizes the Union as the sole collective bargaining agency for all employees at its retail stores in Ontario, except the stores in the Regional Municipality of Ottawa-Carleton, save and except Assistant Store Manager, persons above the rank of Assistant Store Manager, Graduate and Undergraduate Pharmacists, including Pharmacy Interns and Apprentice Pharmacists. and Office Staff.

(b) A person classified as a Management Trainee is a member of the bargaining unit until such time as the Company advises the Union that the trainee has successfully, or otherwise, completed his training which shall be done within nine (9) months of each trainee's commencement of training.

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Management of the Company and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees, and to require employees to observe reasonable Company rules and regulations, to hire, lay-off or assign employees' working hours, to suspend, transfer, promote, demote, discipline and discharge employees for proper cause, are to be the sole right and function of the Management, provided that this right shall be exercised with due regard for the rights of the employees contained in this Collective Agreement. It is understood that employees upon attaining the age of 65 years may be retired by the Company.

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

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

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

(b) SEXUAL HARASSMENT

The company and the Union agree to co-operate in preventing and eliminating sexual harassment in the workplace.

ARTICLE 3 - EMPLOYEE AND UNION CO-OPERATION

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

3.02 (a) The employees agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the stores, and caring for equipment and machinery

(b) A Health and Safety Committee shall be established in each workplace in accordance with the Occupational Health and Safety Act of Ontario.

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

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

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

3.06 (a) The Company will recognize a Bargaining Committee to negotiate renewals of the Collective Agreement of no more than eight (8) members of the bargaining unit who have completed their probationary periods provided that no more than one (1) member comes from any one store. Members of the Committee may request leave of absence to attend negotiating meetings. Such request upon reasonable notice will not be unreasonably denied. The Company will ensure that employees on such authorized leave will not lose pay for regularly scheduled hours of work during days on which negotiations occur (up to the commencement of any work stoppage).

(b) The Company will recognize one (1) member from each store, elected or appointed by the Union and who has completed his probationary period, as the Union Steward.

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

ARTICLE 4 - UNION SECURITY

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

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

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

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

4.05 Effective July 1, 1990, the Company will provide the Union with a copy of its Computer Tape regarding Union dues and initiation fees at no cost to the Union.

ARTICLE 5 - HOURS OF WORK

5.01 Unless otherwise mutually agreed between the Company and the Union, the normal work week for full-time employees shall be five (5) days consisting of forty (40) hours, eight (8) hours per day, or four (4) eight (8) hour days and one (1) short day per week, or thirty-two (32) hours comprising of four (4) eight (8) hour days. This paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

An employee who is scheduled to work thirty-two (32) hours per week will be scheduled eight (8) hours per day. This paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. A full-time employee scheduled to work Saturday and Sunday will normally be scheduled off either the Friday before or the Monday after. There will be a minimum of ten (10) hours between scheduled shifts unless otherwise mutually agreed.

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

5.03 (a) Full-time employees, when instructed to report to work, shall receive a minimum of five (5) hours pay. If such employees are instructed to report to work and no work is available, they shall receive a minimum of five (5) hours pay.

(b) The Company agrees to post, in ink, an hours of work schedule for full-time employees by Wednesday noon of each week for the next two weeks, and this shall

not be changed without four (4) days notice, in writing. Such schedule shall be accessible to all employees and Union Representatives. Work schedules shall refer to any employee by his/her full name, and a copy of the work schedule shall be kept by the Store Manger for thirty (30) days.

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

5.05 (a) In scheduling night duty, the Company will endeavour to restrict weekly assignments of regular full-time employees to no more than one (1) night per week. It is recognized that this may not be possible due to the needs of the business. This Clause shall not apply in December nor to any all-night store. Unless otherwise mutually agreed, such assignment (night duty) will be rotated among employees within the classification. Any grievance with respect to this clause shall be commenced at Step No. 2 of the Grievance procedure by filing it with the Regional Manager within five (5) working days after the circumstances giving rise to the complaint have occurred or come to the attention of the individual grievor.

(b) Where a store closes at 6:00 p.m. the day shift shall end no later than 6: 15 p.m. Where a store opens at or before 9:00 a.m. the day shift shall end no later than 6:00 p.m. Where a store opens at 10:00 a.m. the day shift shall end no later than 6:30 p.m.

(c) Full-time employees scheduled to work on a Sunday will be paid for eight (8) hours if scheduled for less than eight (8) hours. An employee declining available Sunday work shall not as a direct result suffer a reduction of regularly scheduled available hours.

5.06 The Company will adjust the wages of any employee who fills a job in a higher classification for more than four (4) hours of continuous work in the higher position, pursuant to the formula outlined in Article 9.02.

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

ARTICLE 6 - OVERTIME RATE OF PAY

6.01 Authorized overtime, at the rate of time and one-half (1 l/2) the regular hourly rate, shall be paid for time worked over forty (40) hours in any one (1) week or over eight (8) hours in any one (1) day. There shall be no pyramiding of overtime payments.

6.02 Authorized overtime will be paid at the rate of time and one-half (1 1/2) the normal rate over thirty-two (32) hours per week, or eight (8) hours in one (1) day if one (1) statutory Holiday is observed in any one (1) week.

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

ARTICLE 7 - STATUTORY HOLIDAYS

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

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

and all other public holidays proclaimed by Civic, Federal, or Provincial Governments. In the case of a holiday proclaimed by the City or Municipality, the holiday is applicable to only those stores that are closed. The floating holiday is to be taken in the calendar year it becomes due subject only to the completion of the probationary period. During the period December 1 to 25 employee requests to take the floating holiday will be subject to the needs of the business.

7.02 All full-time employees regularly scheduled to work on a holiday referred to in Article 7.01 (a), will be paid a regular day's pay for such holiday whether they work or not, and employees required to work shall be paid an additional amount at the rate of time and one-half (1 1/2) hours worked.

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

7.04 In order for an employee to receive Statutory Holiday pay, they must not h&been voluntarily absent from work on their scheduled work day prior to or following such holiday.

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

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

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

ARTICLE 8 - REST PERIODS

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

ARTICLE 9 - WAGES

9.01 (a) The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Schedule “A", “B” or “C” of this Agreement, provided that where an individual employee’s wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Schedule ‘A”,“B” or “C” are minimum rates and apply to the job classifications and not to the individual.

(b) All other appendices attached hereto will form part of this agreement.

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

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

9.04 Relieving Rate of Pay for Management

(a) When appointed, a management designate(s) will be paid $12.00 for each day of relief. The designate(s) so appointed will be made known to staff.

(b) Where postal, sales, stock clerks, cosmeticians or pharmacy assistants are responsible for opening or closing the store they will receive the next higher merchandise clerk rate corresponding to their placement on the wage grid, or 25 cents per hour, whichever is greater, for the first hour and/or last hour.

ARTICLE 10 - TRAVEL TIME

10.01 Any employee who is transferred from one store to another during the regular working day, by mutual agreement, shall be paid his or her hourly rate for all travelling time.

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

ARTICLE 11 - VACATIONS

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

Employees who shall have completed one (1) to five (5) years of continuous service, prior to July 1st of the year in which the vacation is to be taken, shall receive two (2) weeks at 4% vacation pay.

Employees who shall have completed five (5) to ten (10) years of continuous service, prior to July 1 st of the year in which the vacation is to be taken, shall receive three (3) weeks at 6% vacation pay.

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

Employees who shall have completed fifteen (15) to twenty (20) years of continuous service, prior to July 1st of the year in which vacation is to be taken, shall receive five (5) weeks at 10% vacation pay.

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

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

11.03 (a) If a Statutory Holiday occurs during an employee's vacation period, an extra day's vacation shall be scheduled, by the Company, immediately preceding or following his vacation period.

(b) If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay , in accordance with Article 7 of this Agreement, shall be given in lieu of an extra day's vacation, by mutual agreement.

11.04 A vacation request form will be circulated between March 1 and April 30 and all employees who are entitled to request vacations shall indicate on the form within three (3) weeks, the dates on which they wish to have vacation. The choice of vacation dates will be according to seniority, providing that it does not result in a schedule which interferes with the operation of the business. However, after April 30, any further scheduling shall be on a first-come, first-served basis. In order to ensure equitable distribution of vacations, those employees entitled to three (3) weeks of vacation or more, will only have priority over less senior employees with respect to the scheduling of two (2) such weeks in the period between June 1st and September 1st each year. No vacation time will be scheduled by the Company during the period from December 1st to December 25th. It is understood that all full-time employees shall have preference of vacation dates over all part-time employees up until April 30.

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

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

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

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

ARTICLE 12 - MATERNITY LEAVE

12.01 Maternity/Parental Leave

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

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

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

ARTICLE 13 -JURY DUTY

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

(a) notifies the Company immediately upon his/her notification that she/he will be required to attend Court;

(b) presents proof of service requiring her/his attendance:

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

ARTICLE 14 -NO STRIKE - NO LOCKOUT

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

ARTICLE 15 - SENIORITY

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

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

15.02 (a) Full-time employees who wish to be considered for a promotion, transfer, or a new position shall inform the Human Resources Department using the proscribed form. When a promotion, transfer, or a new position becomes available, employees who have so informed the Human Resources Department will be given preferential consideration provided that they have the necessary skill, ability, experience and qualifications. Where two (2) or more employees entitled to such preferential consideration are approximately equal in skill, ability experience and qualifications, seniority will be the governing factor.

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

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

(a) is duly discharged by the Company;

(b) voluntarily quits or resigns or retires;

(c) has been laid off or promoted out of the bargaining unit continuously for a period of more than twelve (12) months;

(d) is called back to work, by registered mail to her last known address, after a layoff and does not return within ten (10) days of the date on which the registered letter of call back was mailed by the Company. The employee is

responsible for advising the Human Resources Department, in writing, of any change in his or her address;

(e) fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.

(f) is absent without leave for three (3) consecutive shifts and fails to advise the Company without a legitimate reason.

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

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

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

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

15.08 LAY-OFFS

1. Layoffs - Full-Time

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

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

(B) lateral classifications (at the same pay rate):

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

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

(C) Lower classification (at a lower pay rate):

Where they have the ability and willingness after a two (2) day training period to satisfactorily per-Form the work in any one of the following locations:

1. their own Store
2. the City
3. a Store within a 20 mile radius of their own Store

4. the business region

5. the bargaining unit

(D) Part-Time classifications:

Where they have the ability and willingness after a two (2) day training period to satisfactorily perform work in the classifications (lateral or lower), as described in (a), (b), and (c) above, in any one of the following locations:

1. their own Store

2. the City

3. a Store within a 20 mile radius of their own Store

4. the business region

5. the bargaining unit

(E) In the event of a Staff reduction and/or layoff in the Stock Clerk classification, the affected employee may bump a junior employee in the Sales Clerk/Driver Classification. If necessary the company will provide two (2) working days of training to the affected employee to enable him to function satisfactorily as a Sales Clerk/Driver.

(F) Take the layoff with recall rights.

2. Lay-offs - Part-Time

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

3. Recall

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

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

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

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

(d) Employees who elect D. above, as a result of layoff, will have "preferred" seniority over part-time employees for the selection of hours, and for further layoffs, for one full selection of hours period as per Part-Time Article 11.05. Refusing to accept recall to their full-time classification will result in a loss of preferred seniority over part-time employees for the selection of hours and further layoffs.

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

(f) Full-time employees who elected E. above, will lose their bargaining unit seniority for failure to respond to recall as per Article 15.03 (d).

ARTICLE 16 - DISCHARGE OF EMPLOYEES SUBJECT TO ARBITRATION

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

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

16.03 The specific penalty for proven pilferage shall be discharge.

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

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

ARTICLE 18 -BUSINESS AGENTS VISITS

18.01 The authorized Business Agent, or Representative of the Union, shall receive permission from the Store Manager, or Assistant Manager, to talk with any employees, who are members of the Local, regarding Union matters during regular working hours. All interviews of employees by the Union Representative shall be carried on in a place in the

Store provided by the Company. Providing that such interviews will not interfere with the efficiency of the operation of the Store, time taken for such interviews shall not be in excess of ten (10) minutes.

ARTICLE 19 - COMPLAINTS AND GRIEVANCE PROCEDURE

19.01 Complaints

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

19.02 Adjustment of Grievances

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

19.03 Any individual grievance which is not presented within fourteen (14) days following the event giving rise to such grievance, or within fourteen (14) days of the last day worked in the case of dismissal, shall be forfeited and waived by the aggrieved party.

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

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

STEP NO. 1

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

STEP NO. 2

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

teen (15) working days of the receipt of the grievance. If a satisfactory settlement cannot be reached, then;

STEP NO. 3

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

STEP NO. 4

If the Union and the Company cannot reach a settlement, either party may, within fifteen (15) days of the reply given in Step No. 3, submit the grievance to Arbitration by nominating an Arbitrator.

STEP NO. 5

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

19.06 If the party filing a grievance does not process it from one Step to the next within the time limits set out above, then the grievance will be considered to have been dropped by the party instituting the grievance. If the responding

party does not respond within the time limits of the Grievance Procedure, then the grieving party may process the grievance to the next step.

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

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

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

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

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

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

19.12 It is the intention of the parties that the provisions of the Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The

parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions in this Article.

19.13 When an employee has given eighteen (18) consecutive months with no unsatisfactory conduct documentation on his/her file, the company agrees it will not use such past documentation when addressing future discipline. An employee may request to see their personnel file and such request will not be denied..

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

ARTICLE 20 - CASH SHORTAGES

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

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

ARTICLE 21 -SICK LEAVE WITH PAY

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

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

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

(b) The allowance for sick pay shall commence on the first day of illness, provided the illness is reported as requested in (a) above.

(c) The maximum pay allowance shall be as follows:

(i) During the first three (3) months of service - no allowance;

(ii) During the following nine (9) months of service (that is the remainder of the first year of service), an employee will be credited with one normal work week, to be paid at 90 percent of their normal hourly rate, to be utilized at any time during the rest of the year, but to be earned on the basis of one (I) day for the fourth month, and one-half (l/2) day per month thereafter, up to a maximum of five (5) days;

(iii) At the commencement of each subsequent year of service, an employee will be credited with twelve (12) normal work days, to be paid at 90 percent of their normal hourly rate, for sick leave, which credits may be used at any time during the

year, but which will be earned on the basis of one (1) day per month to a maximum of twelve (12) days per year;

(iv) If an employee leaves the employ of the Company, it is agreed that the Company may deduct any used but unearned portion of the sick pay from the wages of the employee;

(v) Effective June 13, 1994 employees may accumulate or reaccumulate to a maximum of fifteen (15) normal work weeks to be paid at 90 percent of their normal hourly rate for use in subsequent years. Once the bank is reduced below fifteen (15) normal work weeks the employee may reaccumulate up to a maximum of fifteen (15) normal work weeks at 90 percent of their normal hourly rate.

(d) Management reserves the right to require sickness to be proven by satisfactory evidence;

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

(f) The above Sick Leave with Pay clause shall be subject to revision if and when the "Unemployment Insurance Act" is revised to include sick pay privileges for employees of the Company.

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

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

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

(b) The allowance for sick pay shall commence on the first day of illness, provided the illness is reported as requested in (a) above.

(c) The maximum pay allowance shall be as follows:

(i) During the first three (3) months of service - no allowance;

(ii) During the following nine (9) months of service (that is the remainder of the first year of service), an employee will be credited with one normal work week, at 100 percent of their normal hourly rate, to be utilized at any time during the rest of the year, but to be earned on the basis of one (1) day for the fourth month, and one-half (-) day per month thereafter, up to a maximum of five (5) days:

(iii) Effective January 1, 1995 an employee will be credited with twelve (12) normal work days to be paid at 90 percent of their normal hourly rate, for sick leave, which credits may be used at any time during the year, but which will be earned on the basis of one (1) day per month to a maximum of twelve (12) days per year;

(iv) If an employee leaves the employ of the Company, it is agreed that the Company may deduct any used but unearned portion of the sick pay from the wages of the employee:

(v) Effective January 1, 1994 employees may accumulate or reaccumulate sick leave credits to a maximum of fifteen (15) normal work weeks. Prior to January 1, 1995 sick leave will be paid at 100

per-cent of their normal hourly rate and after January 1, 1995 sick leave will accumulate and be paid at 90 percent of their normal hourly rate for use in subsequent years. Once the bank is reduced below fifteen (15) normal work weeks the employee may reaccumulate up to a maximum of fifteen (15) normal work weeks at 90 per-cent of their normal hourly rate.

(vi) Sick leave credits for 1994 will be increased from ten (10) normal working days to twelve (12) at 100 per-cent of their normal hourly rate. All past sick bank credits (to a maximum of 11 weeks) accumulated up to December 3 1. 1994 will be paid at 100 per-cent, in the event of sickness, at their normal hourly rate and will be exhausted prior to the application of(v) above.

(d) Management reserves the right to require sickness to be proven by satisfactory evidence;

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

(f) The above Sick Leave with Pay clause shall be subject to revision if and when the "Unemployment Insurance Act" is revised to include sick pay privileges for employees of the Company.

ARTICLE 22 - BEREAVEMENT LEAVE WITH PAY

22.01 Full-time employees shall be granted leave of absence for a period of:

(a) five (5) days -husband, wife, children, parents, brother, sister, parents-in-law, grandparents, grandchildren;

step-parents, step-children, common-law spouse as defined by law.

(b) three (3) days - brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

with full pay for the purposes of making arrangements for and attending the funeral.

ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY

23.01 Employees shall be entitled to request, in writing, one special two-week leave of absence, without pay, at a time mutually satisfactory to both parties which may be adjacent to her vacation, if sufficient notice is given to the Company. Such request shall be made to the Human Resources Department. A request for a longer period will not be unreasonably denied. If an employee's request for leave is denied, the Company will notify the employee, in writing, concerning the reasons for such denial.

ARTICLE 24 -DOCTOR'S APPOINTMENT

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

ARTICLE 25 - HEALTH AND WELFARE

25.01 (a) Life Insurance Benefits

The Company agrees to pay 100% of the premium cost (effective July lst, 1976) for each full-time employee, effective the first of the month upon completion of three

(3) months continuous service. Total Life Insurance is $20,000.00. Effective January 1, 1998 Life Insurance increased to $25,000.

(b) Accidental Death and Dismemberment Benefits

The Company agrees to pay 100% of the premium cost (effective July lst, 1976) for each full-time employee, effective the first of the month upon completion of three (3) months continuous service. Total Accidental Death and Dismemberment Insurance is $20,000.00. Effective January 1, 1998 Accidental Death and Dismemberment increased to $25,000.

(c) Long Term Disability

Effective July lst, 1994 the Company agrees to pay fifty (50) per-cent of the premium cost for each full-time employee, effective the first of the month upon completion of three (3) months continuous service. Effective July 1, 1994, Coverage - 66 2/3 of base salary to a monthly maximum of $2,000.00 monthly, effective after 15 consecutive weeks of absence due to illness as set out in the Pharma Plus Benefits Summary.

(d) Extended Health Care

The Company agrees to pay 90 per-cent of premium cost for each full-time employee and her dependants when eligible for the following benefits, effective the first of the month upon completion of three (3) months continuous service:

(i) Semi-Private Room

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

(ii) Major Medical

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

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

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

(f) Pay Direct Drug Plan

The Company agrees to pay 100% of the premium cost (effective July 1st, 1976), for each full-time employee effective the first of the month upon completion of three (3) months continuous service.

(g) Optical Plan

The Company agrees to pay 100% of the premium cost (Effective January 1, 1991), for each full-time employee effective the first of the month upon completion of three (3) months continuous service. Coverage maximum of one hundred and twenty-five dollars ($125.00) every two (2) years. Effective Date of Ratification, May 16, 1999, coverage is increased to a maximum of two hundred dollars ($200.00) every two (2) years for new or changed prescriptions for the employees and their reported dependants.

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

25.02 Dental Insurance

Effective January 3, 1993 the Company agrees to contribute nineteen (19) cents for each hour worked by each employee in the bargaining unit to a maximum of forty (40)

hours per week for each employee, to the United Food and Commercial Workers Trusteed Dental Plan. Effective July 1, 1995, the Company agrees to contribute twenty cents (20¢) for each hour. Effective July 1, 1996, the Company agrees to increase the contributions by one cent (1¢) to twenty one (21¢) cents per hour. Effective Date of Ratification the Company agrees to contribute twenty two (22¢) cents per hour. In the second year of the Collective Agreement the Company agrees to increase the contributions by a further one (1¢) cent at the call of the trustees. Effective June 1, 1999 contributions are to be based on hours paid.

ARTICLE 26 - CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

26.01 Effective December 30, 1991, the Company agrees to contribute forty-seven (47¢) cents per hour to the Canadian Commercial Workers Industry Pension Plan ("Pension Plan") for all non-overtime, vacation, holidays, and sick days hours paid, in accordance with the Collective Agreement, for all full-time and part-time employees in the bargaining unit, to a maximum of forty (40) hours per week per employee. Effective January 5, 1997, the Company agrees to increase the contribution to fifty-one (51¢) cents per hour. Effective date of ratification (May 16, 1999), the Company agrees to increase the contribution to fifty-two (52¢) cents per hour. Effective January 5, 2000, the Company agrees to increase the contribution to fifty-three (53¢) cents per hour. Effective January 5, 2001, the Company agrees to increase the contribution to fifty-four (54¢) cents per hour.

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

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

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

26.04 The Employer's liability for contributions to the Pension Plan shall be limited solely to the payment of the amount due to the Fund, in accordance with paragraph 26.01 above and Appendix B.

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

26.06 The other undertakings and obligations of the Company and the Union shall be as per the Letter of Understanding between the parties attached to this Collective Agreement as Appendix "B".

26.07 Effective March 26, 1990, the Company will sign the Canadian Commercial Workers Industry Pension Plan Participation Agreement provided such Agreement is identical to the Agreement signed by the former Company (Boots Drug Store (Canada) Ltd.)

ARTICLE 27 - COMPANY MEETINGS

27.01 Employees who voluntarily agree to attend Company meetings, or approved training courses that the employee has been authorized to attend by the Company, during their off hours, will be given equivalent time off at a time mutually agreed upon between the employee and the Store Manager, within four (4) weeks of the date of the meeting.

ARTICLE 28 - SUPPLIER'S REPRESENTATIVE

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

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

ARTICLE 29 - FATIGUE MATS

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

ARTICLE 30 - EMPLOYEE PRIVILEGES

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

ARTICLE 31 -DISCIPLINARY INTERVIEWS

31.01 (a) When an employee is to be interviewed by the Company or Security regarding discipline or dismissal, the union steward, or in the absence of the union steward any other bargaining unit member of the employee's choice in their store will be present to observe the discussion.

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

ARTICLE 32 - UNION DECAL

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

ARTICLE 33 - EXPIRATION AND RENEWAL

33.01 This agreement shall be effective from January 3, 1999 to January 4, 2002, and shall continue in full force and effect thereafter from year to year, except that either party may upon not more than ninety (90) days before the expiry date of such Agreement, give notice in writing to the other party of their intentions to revise or abrogate this Agreement.

DATED at Mississauga , Ontario, this 9th day of June, 1999.

FOR THE UNION

Mona Bailey
Kate Chrysler
Michael Fraser
Jim Hastings
Steve Joyes
Marilyn Miller
Velma Parks
Robin Roth
Primrose Short
Shelley Tamlin

FOR THE COMPANY

Peter Davidson
Norm Puhl
Barb Springgay
Bob Vine

PART-TIME APPENDIX

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

ARTICLE 1 - BARGAINING AGENCY

As per Article 1 of the Full-time Agreement

ARTICLE 2 - MANAGEMENT RIGHTS

As per Article 2 of the Full-time Agreement

ARTICLE 3 - EMPLOYEE AND UNION CO-OPERATION

As per Article 3 of the Full-time Agreement

ARTICLE 4 - UNION SECURITY

As per Article 4 of the Full-time Agreement

ARTICLE 5 - HOURS OF WORK

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

(b) The Company agrees to post in ink an Hours of Work Schedule for part-time employees by Wednesday noon of each week for the next two weeks, for their information. It is understood that such schedule may be changed by mutual agreement between the Manager and employee. Such schedule shall be accessible to all employees and

Union Representative. Work schedule shall refer to an employee by his/her full name, and copy of the work schedule shall be kept by the Store Manager for thirty (30) days.

5.02 Authorized overtime at the rate of time and one-half (1 l/2) of the regular hourly rate, shall be paid for time worked over forty (40) hours in any one (1) week or over eight (8) hours in any one (1) day.

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

5.04 The Company will adjust the wages of any employee who fills a job in a higher classification for more than four (4) hours of continuous work in the higher position pursuant to the formula outlined in Article 9.02 full-time.

ARTICLE 6 - STATUTORY HOLIDAYS

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

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

provided:

(a) They have earned wages on at least ten (10) working days during the four (4) weeks immediately preceding the holiday.

(b) They have worked their regularly scheduled day before and after the holiday, unless she has a justifiable reason.

(c) Part-time employees required to work on a holiday referred to in Article 6.01 above, shall be paid, in addition to any holiday pay, at the rate of time and one-half (1 l/2) for such hours worked on the holiday. The payment for the holiday will be based on the total hours worked, including any paid holiday time taken, and any paid bereavement leave time taken during the four (4) weeks immediately preceding the holiday divided by the number of shifts worked. For the purpose of determining entitlement and payment calculation, where an authorized leave for vacation occurs during the above four (4) weeks, the four (4) week period will be extended by the equivalent vacation period. That four (4) week period (preceding the holiday) shall be used for entitlement and calculation of holiday pay.

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

ARTICLE 7 - REST PERIODS

As per article 8.01 of the Full-time Agreement

ARTICLE 8 - VACATIONS

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

(a) Up to one year service as of June 30th - 4% of earnings

(b) Over one year as of June 30th - 4% of earnings;

(c) Over five years as of June 30th - 6% of earnings;

(d) Over ten years as of June 30th - 8% of earnings;

(e) Over fifteen years as of June 30th 10% of earnings;

(f) Over twenty years as of June 30th - 12% of earnings.

8.02 (a) The Company will provide an employee with a separate vacation pay cheque prior to the actual vacation of the employee, provided sufficient notice of a request for such a cheque is made to Payroll.

(b) The Company will pay all outstanding earned vacation pay to part- time employees in the first full pay period of July each year.

8.03 Employees will take a minimum of two (2) weeks vacation time off work after completion of one or more years of continuous service prior to July 1st of the year in which the vacation is to be taken. Employees may elect to take time off in addition to the two week minimum, up to their equivalent percentage entitlement, as per 11 .01 full-time.

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

8.05 A vacation request form will be circulated between March 1 and May 7, and all employees who are entitled to request vacations shall indicate on the form within three (3) weeks, the dates on which they wish to have vacation. It is understood that from March lst, to April 30th, full-time employees shall have preference of vacation dates over part-time employees, provided such dates were requested during the posting period. The choice of vacation dates will be according to seniority, providing that it does not result in a schedule which interferes with the operation of the business. However, after May 7th, any further scheduling shall be on a first-come first-served basis. No vacation time will be scheduled by the Company during the period from December 1st to December 25th.

ARTICLE 9 - JURY DUTY

As per Article 13 of the Full-time Agreement

ARTICLE 10 -NO STRIKE - NO LOCKOUT

As per Article 14 of the Full-time Agreement

ARTICLE 11 - SENIORITY

11.01 (a) Seniority shall be defined as length of continuous employment with the Company in the bargaining unit. Seniority shall be effective only after an employee has completed her probationary period, and shall be computed from the date of her first employment.

(b) The probationary period for part-time employees will be forty-five (45) worked days or ninety (90) calendar days, whichever occurs first.

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

(a) is duly discharged by the Company;

(b) voluntarily quits or resigns or retires;

(c) has been laid off or promoted out of the bargaining unit continuously for a period of more than twelve (12) months;

(d) is called back to work by registered mail to her last known address after a layoff and does not return within ten (10) days of the date on which the registered letter of call back was mailed by the Company. The employee is responsible for advising the Human Resources Department, in writing, of any change in her address;

(e) fails to return to work on the completion of an authorized leave of absence, unless such failure is due to provable sickness.

(f) is absent without leave for three (3) consecutive shifts and fails to advise the Company without a legitimate reason.

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

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

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

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

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

11.05 (i) Scheduling

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

Part-time employees with more than six (6) months seniority at the time of selection shall be entitled on February 28th and August 3 1 st of each year, to select their number of regular hours per week, in the Store concerned, up to a maximum of twenty-four (24) hours per week, and shall work such hours if all of the following conditions are fulfilled:

(a) that the number of regular hours selected are available in the employee's classification pursuant to the requirements of the Store as determined by the Store Manager. Should the number of hours selected by the employees not be available, the right to claim the number of hours selected shall be on the basis of seniority;

(b) that the employee has the ability and willingness to perform the work required;

(c) that the employee has, prior to Februay 28th and August 31 st of each year, completed the form provided by the Company, selecting the number of regular hours per week he/she wishes to work. (Such selection of the number of regular hours per week shall be fixed for the entire six (6) months in question.)

(d) that once an employee has selected his/her number of regular hours per week, in writing, the employee shall have no right to claim additional hours in excess of the number of hours he/she has selected.

(e) the Employer shall endeavour not to schedule employees on a regular basis in excess of the number of hours selected.

(f) where it will not interfere with the efficient operation of the store, senior employees will be able to choose available day shifts over junior employees.

11.05 (ii) Subsequent Assignment

(a) Preference for hours of work which require assignment subsequent to scheduling, shall be offered to senior part-time employees within the store concerned so far as such offer is consistent with their ability, availability, and willingness to perform the work required.

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

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

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

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

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

11.10 Lay-offs and Recall

As per Article 15.08 of the Full-time Agreement

ARTICLE 12 -DISCHARGE OF EMPLOYEES SUBJECT TO ARBITRATION

As per Article 16 of the Full-time Agreement

ARTICLE 13 -NOTICE REQUIRED OR PAY IN LIEU OF NOTICE IN CASES OF DISMISSAL

As per Article 17 of the Full-time Agreement

ARTICLE 14 -BUSINESS AGENTS VISITS

As per Article I8 of the Full-time Agreement

ARTICLE 15 - COMPLAINTS AND GRIEVANCE PROCEDURE

As per Article 19 of the Full-time Agreement

ARTICLE 16 - CASH SHORTAGES

As per Article 20 of the Full-time Agreement

ARTICLE 17 -DENTAL PLAN

As per Article 25.02 of the Full-time Agreement

ARTICLE 18 -WAGES

As per Article 9.01, 9.02, 9.03, and 9.04 of the Full-time Agreement

ARTICLE 19 -MATERNITY LEAVE

As per Article 12 of the Full-time Agreement

ARTICLE 20 - BEREAVEMENT LEAVE

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

(a) five (5) days - husband, wife, children, parents, brother, sister, parents-in- law, grandparents, grandchildren; step-parents, step-children, common-law spouse as defined by law.

(b) three (3) days - brother-in-law, sister-in-law, son-in-law, and daughter-in- law.

ARTICLE 21 -SICK LEAVE

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

(a) Employees who, after June 12, 1994, have regularly worked for the Company for more than one continuous year, shall be credited with one (1) hour of sick pay allowance for every twenty-five (25) hours **actually** worked by the employee, up to a maximum of fifty (50) hours of sick pay allowance. The same system of credit shall be applied in each subsequent year of continuous employment.

(b) Subject to rule (a) above, after June 12, 1994, when a part-time employee commences her second year of continuous employment and subsequently upon the commencement of each year of continuous employment thereafter, she shall be credited with one (1) hour of sick pay

allowance (to be paid at 90 per-cent of their regular hourly rate) for every twenty-five (25) hours actually worked by the employee during the previous twelve (12) months, up to a maximum of fifty (50) hours of sick pay allowance. Sick leave credits will be paid at 90 per-cent of the employee's part-time hourly rate.

(c) The sick pay allowance shall commence on the first day of illness, provided the illness is reported as requested in (d) below, and shall cover only those hours for which the part-time employee would normally have been scheduled to work.

(d) All cases of sickness to qualify for allowance must be reported by the employee to the store Manger (or her designate), within three (3) hours after the time at which the employee should have reported for duty. Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.

(e) Sick leave shall be cumulative from year to year, to a maximum of ninety (90) hours of sick leave allowance.

(f) The Company reserves the right to require sickness to be proved by satisfactory evidence.

(g) Sick leave and allowances are approved and provided for sickness only, and if it is proven that an employee has abused her sick leave privilege, such employee shall be discharged.

(h) This Article shall be subject to revision if and when the Unemployment Insurance Act is revised to include sick pay privileges for employees of the Company.

(I) In the event that a full-time employee is transferred into a part-time position, her date of commencement of employment shall remain the same. If the transferred employee has regularly worked for the Company for more

than one (1) continuous year, her part-time sickness allowance of the time prior to the commencement of her next year of continuous employment shall be one-half (1/2) of her outstanding annual full-time sick pay allowance for the year in which the transfer occurred.

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

(a) Employees who, on April 1, 1979, have regularly worked for the Company for more than one continuous year, shall be credited with one (1) hour of sick pay allowance, at 100 per-cent of their normal hourly rate, for every twenty-five (25) hours actually worked by the employee during the preceding twelve (12) months, up to a maximum of fifty (50) hours of sick pay allowance.

(b) Subject to rule (a) above, after April 1, 1979 and before December 31, 1994, when a part-time employee commenced her second year of continuous employment and subsequently upon the commencement of each year of continuous employment thereafter, she shall be credited with one (1) hour of sick pay allowance at 100 per-cent of her regular hourly rate for ever twenty-five (25) hours actually worked by the employee during the previous twelve (12) months, up to a maximum of fifty (50) hours of sick pay allowance.

(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) Prior to January 1, 1995 sick leave will accumulate and be paid at 100 per-cent of their normal hourly

rate and after January 1, 1995 sick leave will accumulate and be paid at 90 percent of their normal hourly rate for use in subsequent years. Sick leave credits accumulated at 100 percent will be exhausted prior to the application of sick leave at 90 percent.

(e) All cases of sickness to qualify for allowance must be reported by the employee to the store Manger (or her designate), within three (3) hours after the time at which the employee should have reported for duty. Wherever possible, employees should report their absence to the appropriate Store authority in advance of their scheduled starting time.

(f) Sick leave shall be cumulative from year to year, to a maximum of ninety (90) hours of sick leave allowance.

(g) The Company reserves the right to require sickness to be proved by satisfactory evidence.

(h) Sick leave and allowances are approved and provided for sickness only, and if it is proven that an employee has abused her sick leave privilege, such employee shall be discharged.

(i) This Article shall be subject to revision if and when the Unemployment Insurance Act is revised to include sick pay privileges for employees of the Company.

(j) In the event that a full-time employee is transferred into a part-time position, her date of commencement of employment shall remain the same. If the transferred employee has regularly worked for the Company for more than one (1) continuous year, her part-time sickness allowance of the time prior to the commencement of her next year of continuous employment shall be one-half (l/2) of her outstanding annual full-time sick pay allowance for the year in which the transfer occurred.

ARTICLE 22 -EMPLOYEE PRIVILEGES

As per Article 30.01 of the Full-time Agreement

ARTICLE 23 - WORK CLOSEST TO HOME

As per Article 15.06 of the Full-time Agreement

ARTICLE 24 - TRAVEL TIME

As per Article 10 of the Full-time Agreement

ARTICLE 25 -LEAVE OF ABSENCE WITHOUT PAY

25.01 A part-time employee shall be entitled to request, in writing, one special two (2) week leave of absence, without pay, at a time mutually satisfactory to both parties which may be adjacent to her vacation, if sufficient notice is given to the Company. Such request shall be made to the Human Resources Department. A request for a longer period will not be unreasonably denied. If an employee's request for leave is denied, the Company will notify the employee, in writing, concerning the reasons for such denial.

ARTICLE 26 - CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

As per Article 26 of the Full-time Agreement

ARTICLE 27 - HEALTH AND WELFARE

27.01 Optical Plan

The Company agrees for each part-time employee effective first of the month upon completion of 2 years of con-

tinuous service, to cover a maximum of two hundred dottars ($200.00) every two (2) years effective date of ratification (May 16, 1999) for new or changed prescriptions for the employee only.

27.02 Drug Plan

All part-time employees who have completed their probationaly period, will be provided with a drug plan at a rate of the cost of the drug. Spouses and dependent children of part-time employees who have completed the probationary period may purchase their drugs at cost plus one ($1) doltar.

ARTICLE 28 - FATIGUE MATS

As per Article 29 of the Full-time Agreement

ARTICLE 29 - COMPANY MEETINGS

As per Article 27.01 of the Full-time Agreement

ARTICLE 30 - DISCIPLINARY INTERVIEWS

As per Article 3 1 of the Full-time Agreement

ARTICLE 31 EXPIRATION AND RENEWAL

As per Article 33 of the Full-time Agreement

UFCW - LOCAL 175

EFFECTIVE DATE: JANUARY 3, 1999

POSITION	START	6 months	12 months	18 months	24 months	30 months	36 months	42 months	48 months
Pharmacy Assistants	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$11.87
Cosmeticians	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$11.67
Merchandise Clerks	$6.85	$6.90	$7.00	$7.50	$8.00	$8.50	$9.00	$9.50	$11.51
Postal Clerks	$6.85	$6.90	$7.00	$7.25	$7.55	$8.00	$8.50	$9.00	$11.08
Sales Clerks Drivers	$6.85	$6.90	$7.00	$7.20	$7.50	$7.90	$8.40	$8.80	$10.95
Stock Clerks	$6.85	$6.90	$6.95	$7.15	$7.45	$7.85	$8.35	$8.75	$10.90

1999 - $.35 general increase to all employees in progression. Said increase to be added to top rate only.

UFCW - LOCAL 175

EFFECTIVE DATE: JANUARY 2, 2000

POSITION	START	6 months	12 months	18 months	24 months	30 months	36 months	42 months	48 months
Pharmacy Assistants	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$12.12
Cosmeticians	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$11.92
Merchandise Clerks	$6.85	$6.90	$7.00	$7.50	$8.00	$8.50	$9.00	$9.50	$11.76
Postal Clerks	$6.85	$6.90	$7.00	$7.25	$7.55	$8.00	$8.50	$9.00	$11.33
Sales Clerks Drivers	$6.85	$6.90	$7.00	$7.20	$7.50	$7.90	$8.40	$8.80	$11.20
Stock Clerks	$6.85	$6.90	$6.95	$7.15	$7.45	$7.85	$8.35	$8.75	$11.15

2000 - $.25 general increase to all employees in progression. Said increase to be added to top rate only.

UFCW - LOCAL 175

EFFECTIVE DATE: JANUARY 7, 2001

POSITION	START	6 months	12 months	18 months	24 months	30 months	36 months	42 months	48 months
Pharmacy Assistants	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$12.42
Cosmeticians	$6.85	$6.90	$7.20	$7.70	$8.20	$8.70	$9.20	$9.75	$12.22
Merchandise Clerks	$6.85	$6.90	$7.00	$7.50	$8.00	$8.50	$9.00	$9.50	$12.06
Postal Clerks	$6.85	$6.90	$7.00	$7.25	$7.55	$8.00	$8.50	$9.00	$11.63
Sales Clerks Drivers	$6.85	$6.90	$7.00	$7.20	$7.50	$7.90	$8.40	$8.80	$11.50
Stock Clerks	$6.85	$6.90	$6.95	$7.15	$7.45	$7.85	$8.35	$8.75	$11.45

2001 - $.30 general increase to all employees in progression. Said increase to be added to top rate only.

APPENDIX "B-l"

LETTER OF UNDERSTANDING
AND PART OF THE COLLECTIVE AGREEMENT
AND REFERRED TO IN ARTICLE 26

BETWEEN:

PHARMA PLUS DRUGMARTS LTD
(the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175
(the "Union")

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

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

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

In the event members are found to have a deficiency in their past service credit which requires additional past service contributions to provide them with such past service credit as they are entitled to, the Company shall make such contributions at the rate of eleven (I 1) cents per hour in the event the amount is substantial or may make a lump sum

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

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

APPENDIX **"B-2"**

LETTER OF UNDERSTANDING

BETWEEN:

PHARMA PLUS DRUGMARTS LTD.
(FORMERLY KENT DRUG STORES)
(the 'Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175
(the "Union")

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

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

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

APPENDIX "C"

Drug Warehouse Retail Stores

PURPOSE

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

2. In the event the company desires to open Drug Warehouse Retail Stores, the terms and conditions will be discussed and agreed to prior to the opening.

LETTER OF UNDERSTANDING

COSMETIC COMMISSION PAYMENT

OBJECTIVE:

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

SCOPE-

Applies to all staff classified as cosmetician, after completion of probationary period, employed by Pharma Plus Drugmarts Ltd., whether full-time or part-time, in the stores covered by this collective agreement. Effective January 1/93 -commissions will be paid on a pro-rata basis for relief time worked to individuals who are qualified as cosmetician who are relieving for leave of absence and periods of illness for more than one week.

Applies to all cosmetic products having the cosmetic coloured ticket.

HOW CALCULATED:

The primary basis for the calculation of cosmetic commissions payable is the net cosmetic sales figure for your store. This figure is obtained from data on the Daily Weekly Store Cash Summary and is the same information that shows for "cosmetic sales" on the Store Performance Report.

Commission amount due will be calculated by the paid through the Payroll department. Any questions regarding the payment of commission should be directed to the Payroll department.

Commission will be paid to eligible cosmeticians within 30 days of the end of the relevant quarter. Commission payments will be included with the regular pay, and details of the entitlement will be provided.

Commission quarters are outlined as follows:

1st quarter - Periods 1, 2 and 3;
2nd quarter - Periods 4, 5, 6 and 7;
3rd quarter - Periods 8, 9 and 10;
4th quarter - Periods 11, 12 and 13;

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

Where relevant for purposes of paying commission, hours worked will include all vacation hours. and exclude sick leave and leave of absence.

COMMISSION PAYMENT

One Cosmetician/Store

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

Example:	Commission is		$2,360.52
	Scheduled hours	___	480.00
	Hours worked	...	464.00
	464 divided by 480	...	97%
	$2,360.52 97%		$2,289.70 (Commission paid)

Two or more Cosmetician/Store

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

Example:

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

APPENDIX "D"

Letter of Understanding

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

1. "Green field" sites (new physical locations with no acquisition)

Full-time positions will be filled first by employees on layoff, then on file as per article 15.02 full-time and 11.03 part-time. Thereafter unfilled full-time positions will be posted throughout the bargaining unit.

2. Acquisitions rolled into a new Pharma Plus store.

For acquisitions rolled into a new Pharma Plus store, qualified employees on file are entitled to full-time positions to match the number of full-time complements transferring-in from the new acquisition. However, it is understood that the full-time positions being offered to the employees on file may not always be in the same location or classification, but will be in the geographic area.

3. Acquisition

For acquisitions not rolling into an existing Pharma Plus store, future positions will be filled pursuant to article 15.02 full-time and 11.03 part-time.

4. Acquisition Wages & Benefits

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

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Colby Flank
Union Representative

Bill Kalka
Union Representative

Harry Sutton
Union Representative

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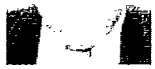
CENTRAL REGION



Jim Hastings
Director

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Mike **Brennan**
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Notes