

**SHOPPERS DRUG MART - REGENT**

FROM: February 1, 2017

TO: January 31, 2021

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832



# SHOPPERS DRUG MART (REGENT AVENUE)

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**EXPIRY: JANUARY 31, 2021**

**AGREEMENT BETWEEN:**

**KEVIN LUSSIER PHARMACY LTD. Operating as SHOPPERS DRUG MART #539** in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Company",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**WHEREAS: THE COMPANY AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH WILL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE COMPANY AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE EFFICIENT OPERATION,**

**NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE 1 NATURE OF THE BARGAINING UNIT**

1.01 The Company recognizes the Union as the sole agent for the purpose of collective bargaining for all employees of **KEVIN LUSSIER PHARMACY LTD. Operating as Shoppers Drug Mart #539** in the City of Winnipeg, in the Province of Manitoba, save and except one (1) Associate Owner, Associate Owner's spouse, Associate Owner's father, Controller, one (1) Store Manager, one (1) Receiver/Merchandise Manager, one (1) Cosmetics Manager, one (1) Head Cashier, one (1) Post Office Manager, one (1) Photo Lab Manager, all Graduate and Undergraduate Pharmacists, **Registered Pharmacy Technicians**, those above that rank, and those excluded by the Act.

1.02 The Company agrees to provide the Union, once a year or when changes are made, with a list of names of all employees excluded from the Agreement.

## **ARTICLE 2**            **DEFINITIONS**

2.01                    The following words or terms shall mean the following:

- (a)    **Full-time**: A full-time employee shall be an employee normally scheduled to work between thirty-five (35) to forty (40) hours per week. Said employee's hours of work for any given week shall be spread over five (5) work days.
- (b)    **Part-time**: a part-time employee shall be an employee who may be scheduled to work and be paid less than thirty-five (35) hours per week.
- (c)    **Layoff**: layoff for an employee shall mean an employee whose services are not required because of lack of work.
- (d)    **Feminine or Masculine Gender**: when the feminine is used it shall also mean the masculine gender wherever applicable, and vice versa.
- (e)    **Plural and Singular**: when the plural is used it shall also mean the singular, wherever applicable, and vice versa.

## **ARTICLE 3**            **UNION SHOP**

3.01                    The Company agrees to retain in its employ within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall make application on the official membership application form, which the Company agrees to provide to each new employee and rehired employee at the time of employment. The application form will outline to the employee, their responsibility in regard to the payment of union dues and initiation fees. The term "hired or rehired" shall not apply to employees who are on layoff.

3.02                    The Company agrees to forward Exhibit **One, a sample** attached to this Agreement, duly completed to the Union within ten (10) calendar days from the date of hire or rehire of the employee, as per Section 3.01 above. The Union shall bear the expense of printing and mailing the form, the contents to be such that it is acceptable to the Company.

3.03                    The Company agrees to provide the Union once a month with a list **in Excel format** containing the names of all employees who have terminated their employment during the previous month.

#### **ARTICLE 4            DEDUCTION OF UNION DUES**

4.01            The Company agrees to deduct from the wages of each employee, such union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly statement **in Excel format** of the names, Social Insurance Numbers, addresses and phone numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employees and name change of employees.

4.02            Each year the Company will calculate the amount of Union dues deducted from the employee's pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.

#### **ARTICLE 5            PROBATIONARY PERIOD**

5.01            All employees shall be on probation for ninety (90) calendar days. The Company, at their discretion, may discharge any probationary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement unless such discharge could be in contravention of *Manitoba Labour or Human Rights legislation*.

#### **ARTICLE 6            HOURS OF WORK**

6.01            The normal basic work week for full-time employees shall be thirty-five (35) to forty (40) hours to be worked over a five (5) day period in each calendar week.

The Company agrees to continue its present practice of scheduling consecutive days off. It is understood that consecutive days off are by mutual agreement and that consecutive days off may not be available during weeks of general holidays, or in unusual circumstances such as illness or other leaves of absence. The Company agrees to rotate the schedule amongst full-time employees in the department for the purposes of rotating consecutive days off amongst all full-time employees, except if the employee voluntarily chooses to be scheduled otherwise.

Under no circumstances will any full-time employee be scheduled more than five (5) days in a row.

6.02 With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

6.03 Subject to the need to maintain adequate staffing levels, in a week in which one general holiday occurs, the basic work week for full-time employees shall be twenty-eight (28) to thirty-two (32) hours to be worked over a four (4) day period during that week.

6.04 Subject to the need to maintain adequate staffing levels, in a week in which the Company observes two (2) general holidays, the basic work week for full-time employees shall be twenty-one (21) to twenty-four (24) hours to be worked over a three (3) day period during that week.

6.05 **Posting Work Schedule**

The Company agrees to post a weekly work schedule for all employees covered by this Agreement no later than Wednesday noon for the following week. If such schedule is not posted by Wednesday noon for the following week, then the previous schedule shall apply for the following week.

6.06 **Notice of Shift Change**

The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of an emergency such as a snowstorm, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay at straight time rate in lieu of notice will be paid unless the employee voluntarily requests to have his shift changed.

The foregoing shall not apply to part-time employees. Notice to part-time employees shall be given as far in advance as possible by the Company.

In the event of a revision to the schedule, the onus is on the Company to contact all employees impacted by a schedule change as far in advance as possible.

6.07 **Time Clocks**

The Company shall provide a time clock, or some other form of time recording, to enable employees to record their own time for payroll purposes. Employees shall record their own time and the time they start and finish work and the time they commence and return from meal periods, and such other recording as may be required by the Company. Employees shall be entitled to review their time cards if requested.

6.08                    **Emergency Pay and Change in Work Schedule**

In the event of a snowstorm, any employee who reports late for work but in any event within the first four (4) hours of his or her scheduled shift, shall receive pay for the full shift. It is understood that overtime rates will not apply until the employee has completed eight (8) working hours.

6.09                    **Employee Failure to Record Time Worked**

An employee who for any reason fails to record all time worked in the manner required by Section 6.07, shall be disciplined as follows:

First Violation:        A written warning.

Second Violation:    Three (3) working days suspension without pay during one (1) week. Full-time employees will be permitted to work two (2) days during such a week. For part-time employees, second violation to be one (1) calendar week up to a maximum of three (3) calendar days.

Third Violation:        Two (2) weeks suspension.

Fourth Violation:     Termination of employment.

The suspension shall take place within thirty (30) days of the notification from the Union in writing, or such longer period as may be mutually decided between the Company and the Union, unless subject to the grievance procedure.

Any such dispute shall be subject to the grievance and arbitration sections of this Agreement. Any employee terminated for the above reason shall not be entitled to notice or pay in lieu of notice under Article 15, Notice of Layoff/Severance Pay section of this Agreement.

**ARTICLE 7                    MEAL AND REST PERIODS**

**7.01                    Rest and Meal Periods**

- (a)    Employees who work three (3) or more hours but less than five (5) hours shall receive one (1) uninterrupted rest period of fifteen (15) minutes with pay.**
- (b)    Employees who work five (5) hours or more, but less than seven (7) hours, shall receive one (1) uninterrupted rest period**

of fifteen (15) minutes with pay. In addition the employee shall have the option to choose one of the following:

- (i) One (1) uninterrupted rest period of fifteen (15) minutes with pay: or
  - (ii) One (1) uninterrupted meal period of thirty (30) minutes without pay.
- (c) Employees who work seven (7) hours or more shall receive two (2) uninterrupted rest periods of fifteen (15) minutes with pay, and shall have the option to receive an additional one (1) uninterrupted meal period of thirty (30) minutes without pay. The meal period shall not start earlier than three (3) hours nor later than five (5) hours after commencement of the shift. One (1) rest period is to be given before the meal period and one (1) after the meal period unless otherwise mutually agreed upon.
- (d) There shall be no exceptions to the meal periods except if the employee so requests. Times at which such rest and meal periods are taken shall be scheduled by management.
- (e) Rest periods for all employees shall not begin until one (1) hour after commencement of the shift and less than one (1) hour before a meal period or the end of the shift, and shall not be combined with the meal period unless the employee so requests.

**7.02** If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay, within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

**7.03** Employees who do not receive a meal/rest period will be paid for the missed meal/rest period at the appropriate hourly rate of pay.

## **ARTICLE 8      OVERTIME**

**8.01** All time worked in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half (1½) the employee's regular rate.

Overtime shall be paid in fifteen (15) minute segments, with fifteen (15) minutes' overtime being paid for each major portion of each fifteen (15) minute segment worked.

8.02 All time worked by regular, full-time employees on their scheduled day off shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate for all time so employed.

8.03 Employees working on general holidays as designated in Article 9 of this Agreement, shall be paid the regular hourly rate they would have received had they not worked, plus an additional time and one-half (1½) said hourly rate for all time required to be on duty.

8.04 All overtime must be authorized by management.

8.05 Overtime shall be by mutual agreement between the employees, with the most senior employee on the shift who has the ability to do the job as determined by the Company being requested first if he wishes to work the overtime. If no employee wishes to work the overtime, the Company shall assign a junior employee who is capable of performing the work. Management, in determining ability, agrees to be fair and reasonable.

8.06 Compensating time off shall not be given in lieu of overtime pay.

## **ARTICLE 9      GENERAL HOLIDAYS**

9.01 The following days shall be considered holidays, for which full-time employees shall suffer no reduction in pay on account of the closing of the Company's business:

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

and any other day or portion of a day designated as a paid holiday by the Provincial or Federal Government.

9.02 In order for an employee to qualify for a general holiday, he must not have been voluntarily absent from his scheduled work day prior to and following such holiday. Vacation or an authorized leave of absence shall not disqualify an employee.

9.03 If a general holiday occurs during an employee's vacation, he shall have the opportunity to take an extra day's vacation with pay or an extra day's pay.

9.04 All full-time employees shall receive eight (8) hours' pay at his or her regular rate for each general holiday.

9.05 All part-time employees hired prior to December 13, 2007, who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive eight (8) hours' pay at his regular rate for each general holiday.

9.06 All part-time employees hired prior to December 13, 2007, who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive six (6) hours' pay at his regular hourly rate for each general holiday.

9.07 All part-time employees hired prior to December 13, 2007, who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a general holiday occurs, shall receive three (3) hours' pay at his regular hourly rate for each holiday.

9.08 All employees working less than **thirty-five (35)** hours per week shall receive 5% of the employees total wages earned in the 28 calendar days immediately preceding the general holiday for each general holiday.

#### **ARTICLE 10 MINIMUM CALL-IN**

10.01 No employee shall be called in or requested to work for less than four (4) hours in any one (1) day. If no work or insufficient work is available, said employee will nevertheless be paid the four (4) hours at his or her appropriate hourly rate of pay.

#### **ARTICLE 11 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS**

11.01 Any employee relieving a person outside the scope of this Agreement, for the purposes of vacations, sick leave, leaves of absence, for a minimum of one (1) week, shall receive a minimum of one dollar and fifty (\$1.50) cents per hour, in addition to their regular hourly rate for all time so employed. The relieving rates shall only apply to the positions of Front Store Manager, Cosmetics Manager, Cashier

Manager, Post Office Manager, and Photo-Lab Manager. Relieving rates are not payable where the non-bargaining unit position is vacant.

An employee shall be designated to relieve the aforesaid positions only where the aforesaid positions are vacant due to vacations, sick leave or leaves of absence.

11.02 Any employee relieving a person in a higher paid classification, inside the scope of this Agreement, for any reason, for more than seven (7) hours in any week, shall receive the appropriate rate established in this Collective Agreement, for all time so employed.

## **ARTICLE 12 VACATIONS WITH PAY**

12.01 Employees covered by this Agreement shall be entitled to the following vacations with pay.

12.02 Full-time employees who, on April 30<sup>th</sup> of each year, have less than one (1) year's continuous service, will be entitled to receive an amount equal to four (4%) percent of their total wages earned during the period of employment, for which no vacation allowance has been paid up to April 30<sup>th</sup>. Such employee shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks, during the months of April 1<sup>st</sup> to October 15<sup>th</sup>, inclusive, unless otherwise mutually agreed to between the employee and the Company.

12.03 Any full-time employee who, on April 30<sup>th</sup> of each year, has one (1) year of continuous service but less than five (5) years, shall receive two (2) weeks' vacation with pay at four (4%) percent of total annual gross earnings, paid up to the time of going on vacation.

12.04 Any full-time employee who, on April 30<sup>th</sup> of each year, has five (5) years but less than ten (10) years, shall receive three (3) weeks' vacation with pay at six (6%) percent of total annual gross earnings paid up to the time of going on vacation.

12.05 Any full-time employee who, on April 30<sup>th</sup> of each year, has ten (10) years or more of continuous service, shall receive four (4) weeks' vacation with pay at eight (8%) percent of total annual gross earnings, paid up to the time of going on vacation.

12.06 The vacation period for all employees in the bargaining unit shall be from April 1<sup>st</sup> to October 15<sup>th</sup> of each year, unless otherwise mutually agreed to between the employee and the Company. The Company will not unreasonably deny requests for vacation time off outside of the regular vacation period. Pharmacy Techs shall not be permitted to take vacation during the month of March. Vacation Time will not be

granted during the month of December.

12.07 The Company agrees, subject to Section 12.08, to grant vacations with pay consecutively, unless the employee requests to have his or her vacation broken up.

12.08 Vacation lists shall be posted by February 1<sup>st</sup> of every year to enable employees to fill in their preferred vacation time by no later than March 15<sup>th</sup> of each year. Vacation lists shall be finalized and posted by April 1<sup>st</sup> of every year. If two (2) or more employees select the same period, preference shall be given to the more senior employee. In administering the vacation schedule, and in scheduling vacations pursuant to Article 12.06, 12.07 and 12.11, the Company shall at all times be entitled to take into account the need to maintain necessary staffing levels. No employee will have their vacation request unreasonably denied.

12.09 A full-time employee who becomes confined to her home or in the hospital due to a serious illness or injury while on vacation, and who is under the care of a physician, shall be eligible to receive accumulated sick leave benefits during this time period, with the balance of the employee's vacation then being rescheduled following the employee's return to work.

12.10 Part-time employees' vacation pay shall be paid to all part-time employees when they take vacation time. If said vacation is not taken by the end of the vacation year, the Company will pay out any unused vacation entitlement. Entitlements shall be consistent with percentages of vacation pay given to full-time employees.

12.11 Upon written request of the employee, the Company shall grant time off for vacation purposes, with pay, to part-time employees, based on the full-time employees' schedule of vacation entitlements.

12.12 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a full-time employee to establish the appropriate yearly credit for future vacation entitlements. A year's credit for vacation entitlements shall be seventeen (1750) hundred and fifty hours.

12.13 In no event will the Company change any employee's scheduled vacation, without the employee's approval.

12.14 Employees wishing to receive their vacation pay in total prior to going on vacation, will be allowed to do so, providing the employee gives the Company one (1) pay period notice in advance of going on vacation.

12.15 For purposes of calculating vacation pay, “total annual gross earnings” will include all hours worked and/or paid including regular wages, statutory holiday pay, sick pay, bereavement pay, jury and witness pay, negotiations pay and/or any other paid leave.

### **ARTICLE 13 MANAGEMENT'S RIGHTS AND FUNCTIONS**

13.01 It is the exclusive right of the Company to operate and manage the affairs in which it is engaged and to direct its working forces, to maintain the discipline and efficiency of the employees and to require employees to observe reasonable company rules and regulations. Such rights, without limiting the foregoing, include but are not limited to the right to hire, determine the job qualifications of employees, classify, promote, demote, transfer, layoff, recall, test, to discipline, suspend, or discharge for just cause, to determine the number of employees to perform the work, to determine the products and equipment to be used in its facilities. The administration of the foregoing shall be consistent with the provisions of this Agreement.

13.02 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

13.03 In administering this Agreement, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

13.04 The Company shall act reasonably, fairly, and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee in the unit bound by the Collective Agreement.

### **ARTICLE 14 SAFETY AND HEALTH**

14.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in the Company's store.

14.02 The Company agrees to a joint Labour/Management Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Company's operation. The committee shall be comprised of up to two (2) Shop Stewards from the Union and up to two (2) management persons. The full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Shop Stewards may also mail, **email** or fax a copy of these minutes to the Union office. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of

representation in this position between management and the employees. The Company shall ensure that a copy of the minutes is faxed to the Workplace Safety & Health Division of the Manitoba Government following each meeting.

All employees of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 14.03, Education Leave, below

14.03                    **Education Leave**

The Company shall allow two (2) bargaining unit employees, selected by the Union, to each take educational leave for a period of two (2) normal working days, to a maximum of sixteen (16) hours each calendar year, without loss of pay or other benefits, for the purposes of attending Workplace Safety and Health training seminars, programs, or courses of instruction offered by the Workplace Safety and Health Division, or approved by the Workplace Safety and Health Committee, or provided by the Union respecting the employees covered by this Agreement.

14.04                    The Company agrees to adequately maintain the lunchroom provided by the Company. The Company acknowledges the concern of the employees regarding storage of supplies in the lunchroom and use of the lunchroom as an office for work purposes, and agrees to make every reasonable effort to avoid such storage and work purpose use in the lunchroom area.

14.05                    **Right to Refuse**

In situations where an employee reasonably believes that a safety and/or health hazard exists, the employee shall first report her/his concerns to the Safety Committee and/or Supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to work until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Company's operations to inspect the concerns firsthand and has made a determination. No employee shall suffer a loss of pay as a result of his/her refusal to work under this section. However, the Company shall have the right to assign alternate work to the employee.

**ARTICLE 15                    NOTICE OF LAYOFF - SEVERANCE PAY**

15.01                    The Company will give any full-time employee with six (6) months' service or more, five (5) days' notice or five (5) days' pay in lieu of notice of layoff.

15.02                    Any employee who is terminated without cause, shall receive severance pay based on the following:

- (1) Employees with one (1) year but less than three (3) years of service shall receive two (2) weeks' pay at the employee's regular hourly rate of pay.
- (2) Employees with three (3) years but less than five (5) years of service shall receive four (4) weeks' pay at the employee's regular hourly rate of pay.
- (3) Employees with five (5) years but less than ten (10) years of service shall receive six (6) weeks' pay at the employee's regular hourly rate of pay.
- (4) Employees with ten (10) years or more of service, shall receive eight (8) weeks' pay at the employee's regular hourly rate of pay.

15.03 For the purpose of calculating severance pay for part-time employees, it is agreed that one (1) week's pay shall be equal to two (2%) percent of a part-time person's total gross earnings for the twelve (12) month period immediately prior to when the termination commenced.

15.04 **Zero Hours for Three Months**

Any part-time employee who has no working hours for a three (3) month period shall be dropped from the Company's payroll records and the employee's services terminated without compensation, with the exception of vacation pay if applicable, unless such absence is due to illness or injury

**ARTICLE 16 PAYMENT FOR MEETING ATTENDANCE**

16.01 When the Company requires an employee to be present at a meeting called by the Company, time spent at such a meeting shall be considered as time worked.

16.02 Any employee who attends a meeting outside his assigned working hours shall be paid a minimum of three (3) hours' pay at his appropriate rates of pay.

**ARTICLE 17 STRIKES AND LOCKOUTS**

17.01 There shall be no strikes, lockouts, cessation of work, refusal to continue the standard cycle or normal pattern of operation, or any activity in relation to work that is designated to restrict or limit output by any employee covered by this Agreement or by the Company. Neither the Company nor any officer, representative, or steward of the Union shall authorize, instigate, aid, or condone any such activities. The

Union, its officers, representatives, and stewards, shall make every reasonable attempt, where practical, to get the work force back to work, should there be any violation of this clause.

The employees taking part in or instigating any such strike, stoppage, slow-down, or restriction or output, shall be subject to discipline by the Company.

## **ARTICLE 18          UNION REPRESENTATIVE'S VISITS**

18.01                    After notifying the Associate Owner or his designate, an authorized Union Representative may visit the Company's premises for purpose of meeting with the Company and/or employees. Such visits shall not interfere with the normal store operations.

All discussions with employees relating to union matters shall be conducted in the non-public areas of the store.

## **ARTICLE 19          SHOP STEWARDS**

19.01                    The Company agrees to recognize three (3) Shop Stewards for the purpose of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purpose of presenting complaints and grievances to the Associate Owner. An employee on probation shall not be designated as a Shop Steward.

19.02                    The Company agrees not to discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement and presenting grievances.

19.03                    Shop Stewards will be allowed to wear their Shop Stewards badge while on duty.

## **ARTICLE 20          LEAVES OF ABSENCE**

### **20.01                    Convention/Conference Leave**

The Company agrees to allow time off work without pay for two (2) delegates, in the bargaining unit, elected to attend Union conventions or designated to attend a Union conference. The Union agrees that such leave of absence shall be no longer than ten (10) days' duration at any one time per person and may not be used more than twice per year per person.

The Union will give the Company two (2) weeks' notice in writing in regard to such requests to attend conventions and conferences.

20.02                    **Education Leave**

The Company agrees, providing the Union gives the Company two (2) weeks' notice in writing prior to such leave, to allow time off work without pay for two (2) Shop Stewards, in the bargaining unit, in order to attend union education seminars or schools. Said leaves of absence not to exceed two (2) leaves of absence per year per Shop Steward.

20.03                    **Time Off for Union Business**

Upon four (4) weeks' notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company. Upon return, the employee will be returned to her position or a position at the same pay, or another position if the employee so chooses.

20.04                    **Negotiation Leave**

The Company agrees to allow a maximum of two (2) employees time off with pay to a maximum of forty (40) hours per employee for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

20.05                    **Personal Leave**

The Company agrees to grant any employee with one (1) year or more of service, up to four (4) weeks' leave of absence without pay. Said leave of absence may be added to the employee's vacation with pay and shall be granted not more often than every two (2) years. No more than two (2) leaves of absence will be in effect at any one time unless otherwise mutually agreed to.

20.06                    **Compassionate Care Leave**

An employee who been employed for at least thirty (30) days is entitled to an unpaid compassionate care leave of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member. The employee must also provide a medical certificate stating that the eligible family member has a serious medical condition with a "significant risk of death within twenty-six (26), weeks and that the family member requires care of support from one or more family members, as defined by Employment Standards Code.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article **20.07** of the Collective Agreement.

**20.07**                    **Bereavement Leave**

All employees shall be granted time off work with pay to a maximum of three (3) consecutive scheduled work days in the event of death in the immediate family. **One day of the bereavement leave may be saved for the day of the funeral.** The term “immediate family” shall mean spouse (including common law spouse of the same or opposite sex), parent, step-parent, child, step-child, brother or sister, mother- or father-in-law, grandparent, grandchild, fiancé, sister-in-law, brother-in-law, son-in-law, daughter-in-law, person who resides with the employee or with whom the employee resides.

The employee shall be granted one (1) day off work with pay in the event of a death of an aunt or uncle.

An additional two (2) days without pay will be granted to employees who attend a funeral of a relative listed above, outside of a three hundred and fifty (350) kilometer radius of the city of Winnipeg.

Time paid to part-time employees shall be based on the average daily hours worked in the four (4) weeks preceding the week in which the bereavement occurs.

The Company agrees to grant one (1) day off with pay to any employee who acts as a pallbearer or performs a formal function at a funeral.

Additional time off, without pay, may be granted providing such time off can be reasonably arranged by the Company.

**20.08**                    **Maternity Leave**

A female employee who has completed six (6) calendar months of employment with the Company shall be granted a maternity leave of absence by the Company. Said employee shall, whenever possible, request said leave of absence at least four (4) weeks before the day specified by her to commence her maternity leave. Said employee shall be re-employed by the Company after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) weeks' notice in advance of the

day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Eligible employees shall be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the Employment Insurance Act.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

## 20.09 Parental Leave

### (A) Entitlements

Every employee

- (a) who,
  - (i) becomes the natural **parent** of a child or assumes actual care and custody of **their** newborn child, or
  - (ii) adopts a child under the law of a province; and
  - (iii) who has completed six (6) calendar months' employment with the Company; and
- (b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to thirty-seven (37) weeks.

### (B) Commencement of Leave

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the

child comes into the actual care and custody of the employee. With the exception of employees on maternity leave, the employee shall decide when his or her parental leave is to commence. Employees on maternity leave shall commence parental leave immediately on expiry of maternity leave, or at some other time as may be agreed to between the employee and the Company.

(C) Late Application for Parental Leave

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted, parental leave under this section for the full thirty-seven (37) week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced.

(E) E.I. Benefits

Eligible employees shall be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act.

(F) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

**20.10 Family Responsibility Leave**

Employees may utilize any accumulated sick days to attend to medical or dental appointments, or to provide care or transportation for hospital, medical or dental treatment for the employee's parent, spouse, common law spouse, child, or other relative who permanently resides with the employee. Such leave for one day will be granted on the employee's certification of illness; however, where such leave in excess of one (1) day is needed, a medical certificate signed by a physician may be requested by the Company.

**20.11 Domestic Violence Leave**

- 1. An Employee who has been employed for at least 90 days is entitled to domestic violence leave in accordance with *The Employment Standards Code*, which terms include but are not limited to the following provisions.**

2. **Domestic violence leave includes both of the following periods in each 52-week period:**
  - (a) **leave of up to 10 days, which the employee may choose to take intermittently or in one continuous period; and**
  - (b) **leave of up to 17 weeks to be taken in one continuous period.**
3. **An employee may take a domestic violence leave only for one or more of the following purposes:**
  - (a) **to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;**
  - (b) **to obtain services from a victim services organization;**
  - (c) **to obtain psychological or other professional counselling;**
  - (d) **to relocate temporarily or permanently; and**
  - (e) **to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.**
4. **Domestic violence leave is unpaid. However, up to five (5) days of domestic violence leave shall be with pay. An employee shall be required to use paid sick days if they have such days in their bank.**
5. **If an Employee takes any part of a day as domestic violence leave such day shall count as one day of leave.**
6. **An employee who wishes to take domestic violence leave under this section must give the employer as much notice as is reasonable and practicable in the circumstances.**
7. **Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of 17 weeks**

by giving the employer written notice at least 2 weeks before the day he or she wishes to end the leave.

8. An employee who takes domestic violence leave under this section must provide the employer with reasonable verification of the necessity of the leave.

## 20.12

### Critical Illness of a Child Leave

1. Employees with more than thirty (30) days' employment are entitled to leave without pay of up to 37 weeks to provide care or support to a critically ill child. Such leaves shall be in accordance with *The Employment Standards Code* which terms include but are not limited to the following provisions.
2. An employee is entitled to a leave under this article if the employee, in relation to a critically ill child, is
  - (a) a parent of the child;
  - (b) the spouse or common-law partner of a parent of the child;
  - (c) a person with whom the child has been placed for the purposes of adoption;
  - (d) the guardian or a foster parent of the child; or
  - (e) a person who has the care, custody or control of the child, and is considered to be like a close relative, whether or not they are related by blood or adoption.
3. For an employee to be eligible for leave, a physician must issue a certificate
  - (a) stating that the child is a critically ill child and requires the care or support of the employee; and
  - (b) setting out the period during which the child requires that care or support.
4. An employee who wishes to take a leave under this section must give the employer notice of at least one pay period, unless circumstances necessitate a shorter period. The

employee must give the employer a copy of the physician's certificate as soon as possible.

5. Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of 37 weeks by giving the employer written notice at least one pay period before he or she wishes to end the leave.

## 20.13

### Disappearance or Death of a Child Leave

1. Employees with more than thirty (30) days' employment are entitled to leave without pay related to the death or disappearance of a child. Such leaves shall be in accordance with The Employment Standards Code which terms include but are not limited to the following provisions.
2. An employee is entitled to a leave under this section if the employee, in relation to the missing or deceased child is,
  - (a) a parent of the child;
  - (b) the spouse or common-law partner of a parent of the child;
  - (c) a person with whom the child has been placed for the purposes of adoption;
  - (d) the guardian or a foster parent of the child; or
  - (e) a person who has the care, custody or control of the child, and is considered to be like a close relative, whether or not they are related by blood or adoption.
3. Leave where it is probable, considering the circumstances that the child disappeared as a result of a crime is up to 52 weeks. Leave where it is probable, considering the circumstances that the child died as a result of crime is up to 104 weeks. An employee is not entitled to a leave of absence under this section if he or she is charged with the crime.
4. An employee who wishes to take a leave under this section must give the employer notice of at least one pay period, unless circumstances necessitate a shorter period. The employee must provide the employer with reasonable verification of the necessity of the leave as soon as possible.

5. Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of the leave period by giving the employer written notice at least one pay period before he or she wishes to end the leave.

20.14

**Organ Donation Leave**

1. Employees with more than thirty (30) days ' employment are entitled to leave without pay of up to thirteen (13) weeks for the purpose of donating an organ. Such leaves shall be in accordance with The Employment Standards Code which terms include but are not limited to the following provisions.
2. An employee donates an organ when he or she undergoes a surgical procedure that involves the removal of an organ or tissue from the employee for the purpose of it being transplanted into another individual.
3. An employee who wishes to take a leave under this article must give the employer
  - (a) in writing, as much notice as is reasonable and practicable in the circumstances; and
  - (b) a medical certificate stating the start date and end date of the period necessary for the employee to donate the organ and recover from the procedure.
4. The employee is entitled to take leave for the period set out in the medical certificate. The employee is entitled to extend his or her leave if the employee gives the employer a medical certificate stating that the employee requires an additional specified period to recover from donating an organ.
5. A leave may be extended more than once, but the total extension period must not exceed thirteen (13) weeks.
6. An employee who wishes to extend a leave must give the employer written notice at least one pay period before extending the leave, if reasonable and practicable in the circumstances. An extended leave ends on the day specified in the most recent medical certificate given to the employer. The employee may end the leave earlier by giving the employer written notice at least one pay period before the day he or she wishes to end the leave.

20.15 The requesting and granting of leaves of absence shall be in writing where possible.

**ARTICLE 21 SENIORITY**

21.01 Seniority shall be defined as the length of continuous service with the Company within the bargaining unit.

21.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

21.03 An employee shall cease to have seniority rights and his employee status with the Company shall be terminated for all purposes if an employee:

- (a) is duly discharged by the Company and not reinstated through the grievance and arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of nine (9) months or is called back to work after layoff and does not return to work after five (5) calendar days of receiving a registered mail to his/her last known address;
- (d) is absent from work without a written leave of absence for more than three (3) calendar days unless a satisfactory reason is given by the employee;
- (e) fails to return to work on the completion of an authorized leave of absence.

21.04 In all cases of promotion, demotion, layoff and recall, seniority shall be the governing factor providing the senior employee has the ability to perform the normal requirements of the job following a reasonable trial or training period and providing the employee possesses the necessary certification (in the case of pharmacy technicians and cosmeticians).

21.05 **Scheduling of Full Time Employees**

- (a) (i) Each full time employee shall by the 15th day of the month provide a listing of days and shifts said employee is unable to work in the month following the upcoming month commencing with the first day of that month, (E.g. June 15th for August scheduling) on a form to be provided by the Company.

- (ii) All full time employees must be available to work a minimum of three (3) shifts per week Monday - Friday. In addition, full time employees who were hired with the Company after February 1, 1999 must be available to work a minimum of two (2) Saturdays per month and two (2) Sundays per month. **By mutual agreement an employee may be available to work four (4) Saturdays per month or four (4) Sundays per month**
- (b) Seniority shall be the governing factor when scheduling full-time employees their weekly hours of work. The weekly work schedule shall be posted in accordance with Article 6.05 of the Agreement.
- (c) Employees shall have until noon Friday to notify the Company of any full-time persons who have not been scheduled in accordance with Article 21.05 of the Agreement.
- (d) Subject to the Company's ability to manage the operations, senior full-time employees will have preference of available shifts, providing the senior full-time employee is able to do the normal requirements of the job, and providing the senior full-time employee notifies the Company of his/her shift preference in accordance with Article 21.05 (a).
- (e) Full time employees will be scheduled to work on a rotational basis consisting of days, evenings & weekends so that shifts are fairly and equally distributed.
- (f) Notwithstanding the above, night shift employees (or day shift, if night stocking moves to days) will only be subject to being bumped in order for a senior employee to avoid a layoff or in the event a stocking job comes open and is posted.
- (g) In the event a full time employee fails to provide a declaration of availability as outlined in 21.05 (a) above, the Company shall be free to schedule that employee for work in accordance with the Company's requirements.

21.06 Any employee promoted to a position outside the bargaining unit shall be on a trial period for a period of six (6) calendar months. If an employee is not successful in his new position, or decides to return within the bargaining unit, same will be allowed within the six (6) month period. The employee shall then return to the bargaining unit without loss of seniority, benefits, etc. Said trial period shall be extended up to twelve (12) calendar months for term positions outside the bargaining unit. This

provision shall not in any way limit the Company's ability to return an Employee to the bargaining unit if the Employee is not suitable or the position is no longer required.

21.07 Full-time employees with one (1) or more years of full-time seniority, who are reduced to part-time by the Company, shall be placed at the top of the part-time seniority list. Full-time employees with less than one (1) year of service who have no continuous part-time service with the Company shall retain their full-time seniority date in the event they are reduced to part-time.

21.08 The Company agrees to give two (2) weeks' notice to the employee prior to changing his or her status from full-time to a part-time basis.

21.09 **Layoff - Reduction to Part-time**

In the event of layoff, or reduction to part-time, reverse order of bargaining unit-wide seniority shall apply to all employees in the bargaining unit.

The Company shall notify employees who are to be laid off, ten (10) working days prior to the effective date of the layoff, or award pay in lieu thereof.

21.10 **Part-time Seniority**

Part-time employees will have seniority only over other part-time employees.

21.11 Seniority for full-time employees shall apply among full-time employees and it is agreed that full-time employees shall have seniority over part-time employees.

21.12 **Scheduling of Part-Time Employees**

- (a) (i) Each part time employee shall by the 15<sup>th</sup> day of the month provide a listing of days and shifts said employee is unable to work in the month following the upcoming month commencing with the first day of that month, (E.g. June 15<sup>th</sup> for August scheduling) on a form to be provided by the Company.
- (ii) All part time employees must be available to work a minimum of three (3) shifts per week Monday - Friday. In addition, part time employees who were hired with the Company after February 1, 1999 must be available to work a minimum of two (2) Saturdays per month. Part time employees must also be available to work two (2) Sundays per month, unless said employee advises the Company otherwise.

Part time employees will be scheduled to work on a rotational basis consisting of days, evenings & weekends so that shifts are fairly and equally distributed.

- (b) Seniority shall be the governing factor when scheduling part-time employees their weekly hours of work. The weekly work schedule shall be posted in accordance with Article 6.05 of the Agreement.
- (c) Subject to the Company's ability to manage the operations, senior part-time employees will have preference of available shifts, providing the senior part time employee is able to do the normal requirements of the job, and providing the employee notifies the Company of his/her shift preference in accordance with Article 21.12 (a) and is available and willing to work additional hours.
- (d) If a senior, part-time employee refuses to work a shift scheduled by the Company (in accordance with their availability), the Company may, at its discretion, give the next employee in line of seniority the available hours for that week. Any part-time employee refusing to accept a schedule of hours for three (3) consecutive weeks shall be dropped to the bottom of the seniority list.
- (e) The Company agrees not to schedule or call in any part-time employees during the period of time they are not available, except for call-ins when no-one else is available. It is understood however that the acceptance of the call-in during an employee's restricted time shall be on a voluntary basis.
- (f) Notwithstanding the above, part-time night shift employees (or part-time day shift if night stocking moves to days will only be subject to being bumped in order for a senior part time employee to avoid a layoff or in the event a stocking job comes open and is posted.
- (g) In the event a part time employee fails to provide a declaration of availability as outlined in 21.05 (a) above, the Company shall be free to schedule that employee for work in accordance with the Company's requirements.

21.13 An employee may request a specific day off, in advance of the schedule being completed. Granting of requests is subject to operational requirements as determined by the Company but requests will not be unreasonably denied.

21.14 A part-time employee who becomes full-time for a period of less than one (1) year and who is reduced to part-time by the Company shall retain his original part-time seniority date.

21.15 The Company agrees to provide the Union every six (6) months with a seniority list of full-time employees within the area covered by the Collective Bargaining Agreement, and with a seniority list of part-time employees within the area covered by this Collective Agreement **in Excel format**. In addition the Company agrees to provide to the Union every six (6) months with a list containing the names, classifications, wage rates and accumulated hours of work for each employee, **employee number and social insurance number of all bargaining unit employees**.

21.16 **Full-time Vacancy**

When a part-time employee works the basic work week, in a position, for fourteen (14) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled in accordance to the job posting section of this Agreement. If no written application is on file for the full-time employment, the employee who has worked the fourteen (14) consecutive week period mentioned above shall be given first opportunity to fill the position.

Said fourteen (14) week period referred to above shall not include periods where the employee is working the basic work week due to absences related to leaves of absence, maternity leave, and vacation leave or sick leave.

21.17 The Company will not require employees to find their own replacements in the event the employee is not able to report to work. If unable to report to work, employees will give the Company as much notice as reasonably possible.

21.18 Part-time employees shall not be scheduled to work more hours per day than any full-time employee who is scheduled to work that day.

Full-time employees will be scheduled so that less senior full-time will not receive more hours per day than more senior full-time employees, except if the employees agree otherwise.

**ARTICLE 22 POSTING OF VACANCIES**

22.01 When a job vacancy occurs or a new job is created, notice shall be posted within seven (7) calendar days on the union bulletin board for a period of seven (7) calendar days and a copy of the notice shall be sent to the Union. The notice shall set out the classification, hourly rate of pay, the effective date of the position, and the department. The job description shall be available on request of the employee.

The employee application shall include the position applied for, and department, and the Company agrees to **email** a copy to the Union office.

22.02 In filling job vacancies (promotions, transfers, new positions, etc.), the job shall be awarded within seven (7) calendar days following the end of the seven (7) calendar days posting period.

Job vacancies shall be awarded in accordance with Article 21 of this Agreement.

22.03 No employee will have her wage reduced, should the Company transfer that employee to a lower paying classification, unless such transfer is as a result of layoffs, departmental reductions, or inability as contemplated in 21.04.

22.04 If no bargaining unit employee applies, or if no bargaining unit employee meets the job description qualifications for a posted position, the Company is free to hire from outside the bargaining unit.

22.05 Job vacancies of less than fourteen (14) weeks' duration will not be required to be posted. However, such vacancies will be filled in accordance with Article 21.04 of this Agreement, except where qualifications are relatively equal, in which case seniority will govern.

## **ARTICLE 23 WAGES**

23.01 The Company and the Union agree that the rates of pay set forth in the attached Appendix "B" shall form part of this Agreement and shall continue in effect for the duration of this Agreement.

23.02 Newly hired or rehired employees will be classified according to previous comparable experience, for the purpose of establishing wage rates.

## **ARTICLE 24 JOB DESCRIPTIONS**

24.01 In the event that the Company establishes a new job classification or amends the existing job classification, the Company shall draw up a job description with the new or amended classification, and will forward the job description to the Union within thirty (30) days of the introduction of the new job. The Union may discuss the new job description with the Company and may make suggestions for changes to better reflect the job duties.

24.02 Notwithstanding the employees' job classifications, nothing in this section prohibits the Company from requiring an employee to perform any duties she may be reasonably expected to perform.

## **ARTICLE 25            REPRIMANDS**

25.01            An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action. Unless the employee indicates otherwise in the presence of a Union Representative and/or Shop Steward, he or she shall be accompanied by a Union Representative and/or Shop Steward who shall be advised in advance by management of the time and place of the meeting.

25.02            The affected employee and the Union will be given a copy of any reprimand which is to be entered on the employee's personnel file. The affected employee and the Union will also be given a copy of any discharge or suspension notice given to the employee along with reasons for same. Said notice or reprimand shall be given to the employee immediately, and a copy of the reprimand or notice shall be mailed/faxed to the Union office within five (5) calendar days of the event.

25.03            The Company agrees that any written reprimand, suspension or discipline shall be removed from the employee's personnel file after nine (9) calendar months. Said written reprimand, suspension or discipline cannot be used against the employee at a later date. This time frame of nine (9) calendar months shall not include periods of layoff or periods of leaves of absence without pay.

25.04            Employees covered by this Agreement shall have access to their own personnel file once per calendar year or more often if necessitated by the filing of a grievance, upon written request by the employee involved. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Company shall keep only one (1) personnel file per employee.

## **ARTICLE 26            ADJUSTMENT OF GRIEVANCES**

26.01            Any complaint, disagreement or difference of opinion between the Company, and the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

### **26.02                    Information**

Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Company agrees promptly to supply same within ten (10) calendar days from the request, either verbally or in writing.

26.03            Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days

following the action giving rise to such grievance, or within fifteen (15) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

26.04 All grievances must be submitted in writing.

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

**Step 1**

By a discussion between the employee and/or the Union Representative, with the Company or his designate.

The Company or his designate shall reply to the grievance in writing, to the Union, within five (5) calendar days. If a satisfactory settlement has not been reached, the Union Representative or employee may proceed to Step 2.

26.06 **Step 2**

The Union Representative or employee may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step 1, it will be deemed to have been abandoned and further recourse to the grievance procedure shall be forfeited.

26.07 If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to an Arbitrator selected as per Article 27.

**ARTICLE 27 ARBITRATION PROCEEDINGS**

27.01 If a settlement satisfactory to the parties is not reached under Article 26 above, then either party may decide to submit a grievance to arbitration and the other party shall be so notified in writing, by registered mail, within fourteen (14) days from the giving of the final management position, in writing.

27.02 Concurrently with giving the notice to the other party, the party referring the matter to arbitration shall notify the other party of its choice of arbitrator. The parties shall then have fourteen (14) days to agree upon an arbitrator. Should no agreement be reached on an arbitrator, the matter will be referred, by either party, to the Manitoba Labour Board requesting the appointment of an arbitrator.

27.03 An arbitrator shall not be deemed to be willing to act unless he/she is in the position to convene a hearing within twenty-one (21) days of the date of his/her selection unless the parties otherwise agree.

27.04 The Union and the Company shall each pay fifty (50%) percent of the expenses and fees payable to the arbitrator.

27.05 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he/she deems essential to a full understanding and determination of the issues involved. In reaching his/her decision, the arbitrator shall be governed by the provisions of this Agreement and shall render his/her decision within thirty (30) calendar days of hearing the matter.

27.06 In the event of a grievance involving the termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Company's action or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he deems just and equitable.

27.07 The decision of the arbitrator shall be final and binding on all parties concerned.

27.08 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Article 27.06 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

27.09 It is the intention of the parties that this article shall provide a peaceful method of adjusting all 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 accordance with the provisions of Article 26 of this Agreement.

27.10 In the interest of settling a grievance prior to an arbitration hearing, the parties may mutually agree to request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

**ARTICLE 28            BULLETIN BOARDS**

28.01                    The Company agrees to make space available for a Union-provided bulletin board, for the purpose of posting notices directly relating to the employees, including an up-to-date seniority list.

28.02                    The Union will post on the bulletin board a poster indicating the name of the Shop Stewards and Union Representative.

**ARTICLE 29            JURY DUTY**

29.01                    On presentation of court documentation, any employee who must serve jury duty, or is subpoenaed as a witness will be paid the difference between his or her regular wage and the amount received from the court for the number of days required to be on jury duty or in court during the thirty (30) day period commencing with the first day absent from the workplace.

**ARTICLE 30            UNIFORMS**

30.01                    The Company agrees during the term of this Agreement that it will lend pant suits, smocks, vests, sweaters, parkas, skirts, raincoats, gloves, and any other uniforms to employees who are required to wear same, at no cost to the employees. The Company will supply three (3) sets of uniforms for full-time employees and two (2) sets of uniforms for part-time employees who are required to wear same. Uniforms will be replaced as necessary. The Company will give notice to employees prior to ordering of uniforms.

30.02                    The Company agrees to lend appropriate maternity apparel or uniforms at no cost to the employee for any employee who requires same.

**ARTICLE 31            STAFF DISCOUNTS**

31.01                    Employees shall be entitled to a discount in accordance with the Shoppers Drug Mart Purchase Discount Program as it may exist from time to time.

Purchases may be made only through authorized personnel. Purchases must be bagged, sealed and have a signed, itemized purchase form attached.

## **ARTICLE 32            RETIREMENT SAVINGS PLAN**

32.01            For all employees hired after December 13, 2007, the RRSP contribution specified in this section shall be available only to full time employees as defined in Appendix A-1.04.

The Company agrees to make an annual contribution to an RSP of the employees' choice in an amount of not less than **one hundred and seventy-five (\$175.00)** dollars per person for each employee with (1) one year or more of continuous service by December 31<sup>st</sup> of each year. Employees with ten (10) years or more years of continuous service by December 31<sup>st</sup> of each year, will receive **two hundred and twenty-five (\$225)** dollars. Such contribution to be received by the Plan no later than February 28<sup>th</sup> of each year.

32.02            Any employee will have the ability, through payroll deduction to match the employers' contribution to their RSP on a yearly basis.

## **ARTICLE 33            COSMETIC COMMISSIONS**

33.01            The Company acknowledges that the present Company practice is to pay a commission to its employees in the Cosmetics Department.

33.02            The Company's Cosmetics Department commission policy is as follows:

1.     Eligible stores will earn commissions based on retail sales at cost of eligible products.
2.     To be eligible to earn commissions, a store must have a staffed cosmetics department that includes a cosmetics cash register.
3.     Cosmetics personnel will participate in the commissions program if the following conditions are met:
  - (a)    employed in an eligible store that earns commissions
  - (b)    full-time or permanent part-time cosmetics personnel only with a CBA designation. A permanent part-time employee is one who is regularly scheduled in the cosmetics department and not one who is occasionally asked to fill in or cover breaks.
4.     Commissions will be distributed to individuals based on the formula below:

- (a) 20% of commissions paid to the Cosmetic Manager as a departmental sales amount
  - (b) 80% of commissions distributed to all eligible cosmetics personnel (including the Cosmetic Manager) based on individual sales generated.
- 5. Commissions will be paid to stores once per period.
  - 6. Commissions will be paid to cosmetics personnel once per period.

**ARTICLE 34          PREMIUM PAYS**

**34.01                  Off Shift Premium**

All employees who commence work more than one hour prior to store opening, or end work more than one hour after store closing shall be paid an Off Shift Premium in the amount of fifty (50¢) cents per hour in addition to their regular hourly rate of pay for all time worked outside of said hours.

**34.02**                  In the event that the Company introduces a night shift, all hours worked between 12:00 midnight and 6:00 a.m. will be paid a premium of sixty-seven (67¢) cents per hour for all hours worked between 12:00 midnight and 6:00 a.m.

**34.03                  Supervisor Premium**

Any employee who fills the position of supervisor would be paid a premium of **fifty (0.50) cents** per hour for all hours designated by management to perform the job function of Supervisor. The **fifty (0.50) cents** per hour premium shall be added to eligible employee's rate of pay for all intents and purposes included but not limited to overtime, vacation pay, general holiday pay etc.

**ARTICLE 35          LIE DETECTOR TESTS**

**35.01**                  The Company agrees it will not ask, request or compel any employee in the bargaining unit to take a polygraph test.

**ARTICLE 36          HEALTH AND WELFARE**

**36.01**                  It is agreed that the Company shall continue to make available to its employees, various benefits including health and dental, sickness and disability, and life insurance, to its full-time employees in conformity with existing plans. In accordance

with existing practice, the Company, and the employees, shall continue to pay their respective shares of premiums. The benefit plans shall not form a part of this collective agreement and disputes will not be subject to the grievance procedure or arbitration, except if the Company fails to pay premiums or the Company alters the benefits. Appendix A generally sets forth the benefits which are subject to the terms and conditions of the agreements with the insurance companies providing the benefits.

### **ARTICLE 37            RESPECT AND DIGNITY**

37.01            The Company and the Union agree that no form of harassment/abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving harassment/abuse shall be treated in strict confidence by both the Company and the Union. Any employee who believes that they are being harassed and/or abused, shall report this to his or her immediate supervisor and/or full-time Union Representative. Situations of this nature will be investigated and resolved as expeditiously as possible.

### **ARTICLE 38            APPENDICES AND LETTERS OF UNDERSTANDING**

38.01            It is understood and agreed by the Company and the Union that all appendices and Letters of Understanding, as attached to this Agreement, form an integral part of this Collective Agreement.

### **ARTICLE 39            EXPIRATION AND RENEWAL**

39.01            This Agreement shall be in effect from February 1, 2017, and shall remain in effect until January 31, 2021, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

39.02            When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

39.03            When the required notice for termination or revisions is given by either party, and where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lockout, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lockout, at which time this Agreement

shall cease to be effective.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2017.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## APPENDIX "A"

### HEALTH AND WELFARE

#### A-1 Preamble

A-1.01 The following Health and Welfare benefits shall be arranged for by the Company for employees and shall be subject to the terms and conditions of the master policies and contracts in force which shall form part of this Agreement. The Company shall have the right to make arrangements for the replacement of such master policies and contracts providing that benefit levels are maintained.

A-1.02 A general description of such Health and Welfare benefits, terms and conditions, for information purposes only, is as follows.

A-1.03 Full-time employees and their dependants shall become insured on first of February, May, August or November, following their date of hire.

A-1.04 For the purpose of this Appendix a full-time employee shall be a person who works a minimum of twenty-eight (28) hours weekly, except when receiving Long Term Disability benefits, where a full-time employee shall be a person who works a minimum of thirty-two (32) hours weekly.

A-1.05 Employees who are insured as dependants by their spouse will only be insured for Life Insurance and Accidental Death and Dismemberment benefits.

A-1.06 Employees shall be extended the benefits outlined below with the Company paying the full premium cost.

#### A-2 Paid Sick Leave

A-2.01 After the first three (3) months of full-time employment an employee shall be allowed up to seven (7) days of sick leave with pay. Seven (7) days of sick leave are the maximum entitlement per year which shall not be accumulated beyond one (1) year, which year shall commence on the date of full-time employment. A doctor's certificate may be required as proof of illness.

After one (1) year of part-time employees who work a minimum of twenty-eight (28) hours per week shall be allowed up to seven (7) days of sick leave with pay. Seven (7) days of sick leave are the maximum entitlement per year which shall not be accumulated beyond one (1) year. For entitlement purposes, each yearly entitlement shall commence on the date of part-time employment after said employee completes their eligibility period. A doctor's certificate may be required as proof of illness.

A-2.02 Hospital appointments, x-ray appointments, and doctors' appointments may be utilized as sick days, and such appointments will be charged as half (½) sick days against sick leave credits. It is understood and agreed that such appointments must be substantiated by a doctor's or similar certificate.

A-2.03 The Company agrees to post the total amount of accumulated sick leave credits for each employee, in January and July of each year, on the bulletin board in the store. A copy of this notification will also be sent to the Union office.

### **A-3 Employee Life and Accidental Death and Dismemberment Benefits**

- fifteen thousand (\$15,000) dollars payable in the event of death from natural causes;
- fifteen thousand (\$15,000) dollars payable if death is as a result of accidental causes occurring on or off the job.
- the employees' Accidental Death & Dismemberment benefit is payable in addition to the Life Insurance benefit if loss occurs during twelve (12) months as a direct result of accidental injury;
- five thousand (\$5,000) dollars for loss of life or two limbs or sight of both eyes or one limb and sight of one eye
- twenty-five hundred (\$2,500) dollars for loss of one limb or sight of one eye. Twenty-five hundred (\$2,500) dollars and twelve hundred and fifty (\$1,250) dollars at age sixty-five (65) respectively.

### **A-4 Manitoba Food & Commercial Workers Dental Plan**

A-4.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **thirty six (0.36)** cents per hour of actual work in respect to all employees in the bargaining unit. Contributions shall include sick pay, weekly indemnity, vacation and general holidays to a maximum of the basic work week.

A-4.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

A-4.03 The Company agrees to comply with all requests of the Board of Trustees in regards to entry into the Plan and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time.

**A-5**                      **Long Term Disability Benefits**

A-5.01                      The Company shall provide Long Term Disability benefits for all qualifying bargaining unit employees. Said benefits shall be effective after one hundred and twenty (120) days of disability and shall be payable until age sixty-five (65) or until the disability ceases, whichever occurs first. Benefits shall be in an amount equal to fifty (50%) percent of an employee's weekly salary.

**APPENDIX "B"**

**WAGES**

**B-1 Classifications and Hourly Rates of Pay**

<b><u>Classification</u></b>	<b><u>Effective March 16, 2017</u></b>	
General Clerk Cashier Merchandiser, Receiver PO Clerk, Photo Lab	Start	<b>\$11.80</b>
	900 hrs.	<b>\$11.80</b>
	1,850 hrs.	<b>\$11.80</b>
	2,750 hrs.	<b>\$11.80</b>
Cosmeticians/Senior Clerk	Start	<b>\$11.80</b>
	900 hrs.	<b>\$11.80</b>
	1,900 hrs.	<b>\$11.80</b>
	2,900 hrs.	<b>\$12.00</b>
Pharmacy Assistant	Start	<b>\$13.00</b>
	800 hrs.	<b>\$14.00</b>
	1,600 hrs.	<b>\$15.00</b>
	2,400 hrs.	<b>\$16.00</b>
	3,200 hrs.	<b>\$17.00</b>

**B-2** On the date of ratification employees who are on the existing wage scale will move to the new wage scale in Appendix B-1 at the same increment step that they are presently on.

**B-3** All employees who are at top rate, and all overscale employees, will receive the following wage increases applied to their existing rates:

<b>Effective March 16, 2017</b>	<b>2.0%</b>
February 1, <b>2018</b>	<b>2.0%</b>
February 1, <b>2019</b>	<b>2.0%</b>
February 1, <b>2020</b>	<b>2.0%</b>

**B-4** The Company will pay a signing bonus to those employees who average the following hours per week, since February 1, 2017, and to date of ratification, to be paid as follows:

- (i) 28 hours plus - \$275.00
- (ii) 17 – 27 hours - \$175.00
- (iii) 16 hours or less - \$125.00

The bonuses will be paid by separate cheque payable within 30 days of ratification. The averages shall be calculated on all hours worked during the above outlined period.

**B-5 MINIMUM WAGE GAP**

In the event the Province of Manitoba changes the minimum wage during the life of this Agreement, all rates which are below the new minimum wage shall be adjusted so that they are fifteen (\$0.15) cents above the new minimum wage effective the date of the minimum wage increase

**APPENDIX "C"**

**EDUCATION AND TRAINING TRUST FUND**

- C-1 Effective February 1, 2000, the Employer shall contribute two (2¢) cents per hour for each hour worked by all employees in the bargaining unit into the United Food and Commercial Workers Union, Local No. 832 Education and Training Trust Fund.
  
- C-2 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period.

## LETTER OF UNDERSTANDING #1

**BETWEEN:**

**KEVIN LUSSIER PHARMACY LTD. Operating as SHOPPERS DRUG MART #539** in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Company",

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

1. **Re: Additional Week Off**

In recognition of their employment in the store, the following employees will receive one (1) additional week of time off with pay (or one (1) additional weeks' pay at the employee's option) for each year of this agreement:

Debra Harapiak

2. **Water Bottles**

Water Bottles used in cash register areas shall be no larger than 500 ml and kept out of the view of customers and not be consumed in front of customers.

3. **Switching Shifts**

The current practice of switching shifts shall continue, such that employees are entitled to switch shifts provided said change is approved by the appropriate manager. To obtain approval, both employees impacted by the switch, must speak with the appropriate manager. In the event that a shift switch is approved, the schedule will be updated to reflect the new shift assignment(s).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2017.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**KEVIN LUSSIER PHARMACY LTD. Operating as SHOPPERS DRUG MART #539** in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Company",

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**RE: Article 9.01 Creation of a New Federal Holiday in February**

The parties agree that the language outlined in Article 9.01 speaks to the Employer recognizing only one (1) general holiday in the month of February.

This will continue to be either, Louis Riel Day or the General Holiday deemed by the Federal Government if the Provincial Government chooses to recognize that day.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2017.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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# EXHIBIT ONE

## TO: THE NEW OR REHIRED EMPLOYEE:

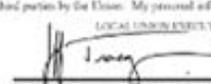
You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **KEVIN LUSSIER PHARMACY LTD**, operating as a **SHOPPERS DRUG MART #539** contain the following statements:

**"All employees shall become Union members in good standing, and shall as a condition of employment maintain union membership. All new employees hired after the date of signing of this Agreement shall, as a condition of employment, become Union members within thirty (30) days of the date of employment and shall, as a condition of employment, remain Union members in good standing. The term hired or rehired shall not apply to employees on layoff."**

**"The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union as per Articles "Union Shop" and "Deduction of Union Dues" of the Collective Agreement."**

Please complete a Membership Application (**sample below**) immediately and return it to your Company so they can forward it to the UFCW, Local 832 Union Office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

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<b>MEMBERSHIP APPLICATION</b>		<b>UFCW LOCAL 832</b>		<b>United Food &amp; Commercial Workers Union, Local No. 832</b>		<b>Manitoba, Canada</b>		<b>CHARTERED BY THE UNITED FOOD &amp; COMMERCIAL WORKERS NATIONAL UNION</b>	
LAST NAME	FIRST NAME	INITIAL	GENDEK	DATE OF BIRTH (MM/YY)		UNION RANK (N/A)			
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize the Union to use my U.N. for identification purposes and to verify union dues collected and make payments to me as accordingly (Sign in if you are not a member)			
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (MM/YY)							
QUANTITY NAME	TELEPHONE NUMBER	EMPLOYMENT (N/A)							
CLASSIFICATION	REGIONS	FULL-TIME <input type="checkbox"/>		PART-TIME <input type="checkbox"/>		CASUAL <input type="checkbox"/>		OTHER <input type="checkbox"/>	
<small>I hereby authorize the Union to use my U.N. for identification purposes and to verify union dues collected and make payments to me as accordingly (Sign in if you are not a member). I understand that the Union will not disclose my personal information to any third party without my written consent. I understand that the Union will not disclose my personal information to any third party without my written consent. I understand that the Union will not disclose my personal information to any third party without my written consent. I understand that the Union will not disclose my personal information to any third party without my written consent.</small>									
APPLICANT SIGNATURE	DATE SIGNED			LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE					
<b>X</b>									
<small>Visit the Union's website @ <a href="http://www.ufcw832.com">www.ufcw832.com</a> for more details on UFCW Local 832's Privacy Policy or call (204) 786-6659 or 1-888-832-6652.</small>									

**EXHIBIT TWO**

**Shopper's Drug Mart – Declaration of Availability**

Name & Department: \_\_\_\_\_

Phone #'s & Month of DOA: \_\_\_\_\_ 20\_\_\_\_\_

**Must be Submitted by 15<sup>th</sup> of Month for 2<sup>nd</sup> Month Following (e.g. by June 15 for August)**

	WEEK # 1	WEEK # 2	WEEK # 3	WEEK #4	WEEK # 5
<b>Sunday</b>					
<b>Monday</b>					
<b>Tuesday</b>					
<b>Wednesday</b>					
<b>Thursday</b>					
<b>Friday</b>					
<b>Saturday</b>					

**FULL TIME EMPLOYEES**

Minimum of 3 shifts (Monday-Friday)  
 Hired after Feb 1/99 – 2 Saturdays/Sundays/month

**PART TIME EMPLOYEES**

Minimum of 3 shifts (Monday-Friday)  
 Hired after Feb 1/99-2 Saturdays/month  
 2 Sundays/month unless Employee advises Company otherwise

***AVAILABILITY FOR ALL EMPLOYEES, FULL AND PART TIME, MUST INCLUDE DAYS, EVENINGS, WEEKENDS, TO BE SCHEDULED ON A ROTATIONAL BASIS***

***\*\*IF NO DOA IS FILLED OUT BY THE TIMELINES OUTLINED IN THE CBA, THE EMPLOYEE CAN BE SCHEDULED IN ACCORDANCE WITH THE COMPNAY'S REQUIREMENTS\*\****

Employee's Signature: \_\_\_\_\_

Date Handed in to Supervisor: \_\_\_\_\_