

ARCTIC DRUGS LTD.

FROM: August 1, 2017

TO: July 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



AMALGAMATED TRANSIT UNION LOCAL 1505 WINNIPEG

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EXPIRY DATE: JULY 31, 2021

AGREEMENT BETWEEN:

ARCTIC DRUGS LTD. of the City of Flin Flon, in the Province of Manitoba, hereinafter referred to as the "Employer" and the Party of the First Part

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" and the Party of the Second Part

WITNESSETH: PREAMBLE

WHEREAS: The parties to this Agreement mutually desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of any disputes which may arise between them, and to promote efficient operation of the Pharmacy.

NOW, THEREFORE, THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement shall be:
- (a) to set forth terms and conditions of employment relating to wages, working conditions, employees' benefits and general working conditions affecting the employees covered by this Agreement;
 - (b) to provide for an amicable means of settling disputes.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 The Union acknowledges that it is the exclusive right of the Employer, subject to the provisions of the Collective Bargaining Agreement, to hire, promote, demote, transfer, lay off, suspend, discipline and discharge employees for just and sufficient cause. Any such action shall only be taken after having consultation with the Shop Steward.

- (a) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- (b) The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Bargaining Agreement but which affects the bargaining agent or any employee in the unit bound by the Collective Agreement.

2.02 Union Recognition

The Employer recognizes the Union as the sole bargaining agent for those **Pharmacy Assistants** of the Employer working at the workplace excluding those excluded by the Act.

2.03 The Employer agrees that the bargaining unit shall not be reduced by virtue of having an **employee** promoted to the position of Confidential Secretary.

2.04 Union Representative's Visits

The Union Representative, upon presenting **their** credentials and stating **Union** business to the **Employer** or **their** designate, shall be permitted to observe working conditions and to interview the employees for whom the Union is the certified bargaining agent, after receiving approval from the **Employer** or **their** designate.

2.05 The Employer agrees to recognize the **Shop** Stewards who are elected **and/or** appointed from time to time by the Union.

ARTICLE 3 CLARIFICATION OF TERMS

In this Agreement:

3.01 The words "employee" and "employees" shall mean any person or persons covered by this Agreement.

3.02 A full-time employee is one who works the standard weekly hours and the standard work day, as set forth in Article 12 of this Agreement.

3.03 The feminine shall be construed to include the masculine, and the singular to include the plural, where required.

3.04 The word "**Employer**" shall mean the owner of the Pharmacy or **their** designate.

3.05 A part-time employee is one who may work or be scheduled less than the standard weekly hours and the standard work day, as set forth in Article 12 of this Agreement.

3.06 The word "workplace" shall mean the Pharmasave Health Centre Pharmacy located at 31 Church Street in Flin Flon, Manitoba or such newly built store location or separate existing building location in Flin Flon, Manitoba intended to solely serve the business needs of the Pharmasave Health Centre Pharmacy.

3.07 The word "Act" shall mean the Labour Relations Act of Manitoba and amendments thereto.

ARTICLE 4 UNION SECURITY

4.01 Any employee who is now a member of the Union, or any employee who becomes a member of the Union, must maintain such membership in the Union as a condition of employment.

4.02 The Employer agrees to provide any new employee and rehired employee, at the time of employment, with a form letter **Exhibit One** (contents of which are acceptable to both parties) outlining to the employee **their** responsibilities in regard to payment of **Union dues** and initiation fee.

The Employer will provide the Union, once a month, with a list of new and rehired employees within the bargaining unit.

4.03 The Employer agrees to provide the Union, once a month **when submitting the Union dues and initiation fees**, with a list containing the names of all employees who have terminated their employment **are on leave of absence, sick leave or retired** during the previous month.

4.04 **Deduction of Dues**

The Employer agrees to deduct from the wages of each employee, such **Union dues** and initiation fee and assessments as are authorized by the Local Union. Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union by the last calendar day of the current month.

4.05 The Union agrees to notify the Employer in writing not less than thirty (30) days ahead of any change in the amount of **Union** dues or initiation fee.

ARTICLE 5 **GRIEVANCE PROCEDURE**

5.01 Any complaint, disagreement or difference of opinion which an employee or the Union may have with the Employer, with regard to the interpretation, application or alleged violation of the terms or provisions of this Agreement shall constitute a grievance.

5.02 A grievance may be lodged by any employee by taking the following steps:

- (a) The employee will first take **their** grievance to **their Shop** Steward or **their** Union Representative, within fourteen (14) working days after the event giving rise to the grievance.
- (b) The **Shop** Steward or Union Representative shall present the grievance, in written form, to the **Employer** or **their** designate. The grievance will be discussed with the employee present, if **they** so choose. Management will reply to the grievance, in writing, within five (5) working days.

If no satisfactory decision is given, then the employee and the Union Representative may proceed with Step (3) within fifteen (15) working days of receipt of the Management's reply. The parties agree that Saturdays, Sundays and **Statutory Holidays** shall not count when determining the above time limits.

- (c) The grievance will be referred to the Union Representative who may take up the matter with the **Employer**, or designated official of the Pharmacy.
- (d) If no satisfactory settlement is reached within ten (10) working days from the date of the meeting between the Union and the **Employer**, then the matter may be referred to arbitration, as defined in **sub-article 5.05**.

5.03 In the event that a difference of opinion arises between the Union and the Employer with respect to the general interpretation or application of this Agreement, or alleged violation, the Union Representative may begin at Step (3) above and follow through Step (4) to arbitration, if necessary.

5.04 Failure to comply with the time limits set down in the Grievance Procedure shall result in a grievance being deemed to have been abandoned.

5.05

Arbitration

If the Union and the Employer are unable to reach a settlement of the grievance following Step (3) of the Grievance Procedure, then the matter shall be referred to an Arbitrator for settlement.

Either party may give the other notice (after failure to reach a settlement of a dispute as set out above) that it desires to refer the dispute to a single Arbitrator, who shall be Dallas Mymko.

The person selected as Arbitrator shall be in no way involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

Each party to an arbitration shall be entitled, through Counsel or otherwise, to present evidence, to cross-examine the witness of the other party and to present oral arguments.

The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigations as **they** deem essential to a full understanding and determination of the issues involved.

In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer'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 it deems equitable.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be vested with the power to reinstate employees, to interpret the Agreement, to alter any penalty and to determine an amount of pay to be paid by the Employer, if any, under said circumstances, less any monies earned by the employee in the interim.

5.06

Arbitrator

Arbitrations shall be heard in Flin Flon, Manitoba.

The Union and the Employer agree to each be responsible for one half (½) the total cost of the Arbitrator.

Witness fees and allowances shall be paid by the party calling the witness.

ARTICLE 6 SENIORITY

6.01 Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, recalls, and as set out in other provisions of this Agreement.

Seniority will determine the preference for vacation time.

6.02 The seniority shall accrue during periods of employment. In the event of a lay-off only, the employee shall retain earned seniority to the last day of employment, provided that such period of lay-off does not exceed twelve (12) months.

6.03 Seniority shall accrue to employees during leaves of absence and sick leave.

The seniority of an employee will terminate if:

- (a) **they** resigns;
- (b) **they are** discharged for just cause and is not reinstated through the Grievance or Arbitration procedure;
- (c) **they are** laid off for more than twelve (12) months;
- (d) **they** fail to report for work as scheduled at the end of a leave of absence, vacation or suspension.

6.04 **Job Posting**

All vacancies in all classifications in the unit covered by the Agreement shall be posted by the Employer for seven (7) calendar days. Any employee may, by written application, apply for the vacancy within the above-mentioned seven (7) calendar days. All postings shall specify the shift and hourly rate of pay of the vacant position and the qualifications required for the position.

Employees on vacation, or on sick or approved leave, shall be notified of vacancies by registered letter to their last known address.

- (a) Vacancies shall be filled on the following factors:
 - (i) seniority;
 - (ii) ability and physical fitness. The Employer agrees that all vacancies shall first be filled by regular full-time employees.

When no full-time employee applies for the posting, opportunity shall be given to the most senior, part-time employee applicant;

- (iii) ability to do the job means the ability to perform the normal requirements of the job following an appropriate familiarization period or following an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority and any other employee who has been promoted or transferred because of the realignment of positions shall also be returned to **their** former position, wage or salary rate without loss of seniority;
 - (iv) an employee who is unable, through injury or illness, to perform **their** normal duties shall be provided with suitable alternative employment, where such exists, at the prevailing rate of pay for that new position, provided that no other employee over forty-five (45) calendar days' employment shall thereby be deprived of **their** job;
 - (v) new employees shall not be hired where there are employees on lay-off able to perform the job.
- (b) The Employer agrees to post separate lists for all part-time and full-time employees.

6.05 For the purpose of establishing wage rates of rehired employees, one hundred (100%) **percent** credit for previous experience shall be granted if the employee has not been absent from work for more than two (2) years, and fifty (50%) **percent** credit for past experience shall be granted if the employee has not been absent from work for more than four (4) years.

6.06 Past experience shall be considered (as set out above) where a rehire is returning to the same classification. Where a rehire is employed under a new or different classification, then such employee shall be subject to a training period of four (4) months, but in no case will the employee be paid less than **their** previous rate of pay. Employees changing classifications will be subject to a training period of thirty (30) calendar days and will not receive less than their previous rate of pay. At the end of the training period the employee shall be placed in **their** new classification according to seniority earned.

ARTICLE 7 RELIEVING RATES OF PAY

7.01 Any employee relieving another employee in a classification calling for a higher rate of pay, providing the relieving is for more than one (1) day, shall receive the higher rate of pay for all hours worked in that classification.

ARTICLE 8 SICK LEAVE

8.01 After one (1) month's service, employees shall be entitled to full pay during periods of incapacitation, due to **injury** or illness, for a period equal to two (2) working days for each month worked, to a maximum of one hundred (100) working days. Travel time will be included as sick time, provided it does not exceed the employee's sick time accumulation.

8.02 Sick leave shall accrue to the credit of employees on sick leave or vacation.

8.03 In cases of **injury** or illness, the Employer may require the employee to furnish a certificate from a qualified practitioner, certifying inability of the employee to attend to **their** official duties and where an employee fails to furnish such a certificate on request, **they** shall not be entitled to sick leave pay for such period.

8.04 Leaves of Absence

Leave of absence without pay may be granted to employees at the discretion of the **Employer** for good and sufficient reason.

Benefits shall not accrue to an employee on any leave of absence in excess of six (6) months.

8.05 The Employer agrees that the proper care of children and members of the immediate family is an important social function of our society, and agrees that time off without pay to care for children and/or a member of the immediate family will be granted to a maximum of a four (4) month time limit with a review for a longer period of time, if required.

8.06 Union Leave

The Employer agrees to allow time off without pay for a maximum of two (2) delegates per year, elected to attend **Union** conventions and/or conferences, for a period of time which shall encompass the length of the convention and/or conference, plus reasonable travelling time to and from. It is further agreed, however, that only one (1) delegate per convention will be allowed time off at any one (**1**) time. The Union agrees to give the Employer two (2) weeks' notice in advance of the intended date of such leave.

The Employer further agrees to allow time off with pay to duly elected committee members, for negotiations towards a Collective Agreement between the Union and the Employer. The Union agrees that not more than two (2) employees shall constitute its bargaining committee.

8.07 **Casual Leave**

Upon request by the Union to the **Employer**, not less than a week in advance, the **Employer** will, subject to requirements of operations, grant to employees, for Union business, casual leave of absence of not more than three (3) days; not to exceed thirty (30) days in total in any one (1) year of the Agreement.

8.08 **Jury Duty and Witness Fees**

An employee summoned to Jury Duty or Witness Duty shall be paid wages amounting to the difference between the amount paid **to them** for Jury **Duty** or Witness service and the amount **they** would have earned had **they** worked on such dates. Employees on such duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable amount of time. They shall not be required to report for work if they have served for three (3) hours or more in a given day. Total hours of Jury **Duty** or Witness Duty and actual work on the job in any one **(1)** day shall not exceed seven and one half (7½) hours for the purpose of establishing the basic work day. Any time worked in excess of the combined seven and one half (7½) hours shall be considered overtime and paid as such under this **Collective Agreement**.

8.09 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Employer: said employee shall be re-employed by the Employer providing she returns to work within **seventeen (17)** weeks after the birth. The employee must make application in writing within eight (8) weeks after the birth and give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Employer 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 five (5) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complication. Seniority will accumulate during said maternity leave.

8.10 **Parental Leave**

(1) **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
- (b) who submits to the **Employer** 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 **sixty-one (61)** weeks.

(2) 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. The employee will decide when **their** parental leave is to commence.

(3) Reinstatement of Employee

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

(4) E.I. Benefits

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

- (5) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.

- (6) Benefits provided for in this **sub-article** are in addition to any and all maternity leave benefits that are available to an employee.

- (7) Any changes made by the Federal or Provincial Government relating to this **sub-article** will be discussed between the Union and the Employer before implementation.

8.11 **Relief Help**

The Employer agrees that when an employee is on maternity leave or vacation, relief help will be brought in, subject to the requirements of the business.

8.12 **Bereavement Leave**

Up to seven (7) working days' bereavement leave shall be granted by the Employer without loss in pay, upon the death of an employee's spouse (**which includes common law and same sex partner**), child, mother, father, sister or brother, mother-in-law, father-in-law, sister-in-law and brother-in-law. Up to five (5) working days' bereavement leave shall be granted by the Employer without loss in pay, upon the death of an employee's grandchildren, grandparents or grandparents-in-law.

8.13 The Employer agrees to grant one (1) day off, with pay, to an employee who is asked to be an honorary pallbearer at a funeral, or, if a co-worker passes away.

8.14 **Funeral Travel Time**

When the funeral is to be held one hundred and fifty (150) miles or more from Flin Flon, an additional two (2) working days' leave with pay shall be granted by the Employer to the employee for the purpose of attending the funeral. This leave is to be in addition to an **employee's** entitlement under **sub-article** 8.12 above.

ARTICLE 9 SPECIAL LEAVE

9.01 Each employee who completes **their** first five (5) years of continuous service shall become entitled to five (5) weeks of special vacation with pay. (The special leave is in addition to an employee's regular vacation).

9.02 All other employees who complete an additional five (5) years' continuous service since last becoming entitled to a special vacation with pay shall thereupon become similarly entitled to five (5) weeks of special vacation with pay.

9.03 Employees will be allowed to choose as to whether they will break up the five (5) weeks' special leave over the five (5) year period or to take same at one time every fifth (5th) year of **their** employment subject to the approval of management.

ARTICLE 10 SAFETY AND HEALTH

10.01 Workers Compensation will be provided by the Employer for all **employees** of the **bargaining unit**.

10.02 It is agreed that both parties will co-operate to the fullest extent in the matter of safety and accident prevention, and the Employer agrees to provide safety equipment where required and to install safety devices where necessary for the safety of employees.

ARTICLE 11 VACATIONS WITH PAY

11.01 Vacations with pay shall be granted as follows:

after one (1) year of service	fifteen (15) work days' vacation
after two (2) years of service	sixteen (16) work days' vacation
after three (3) years of service	twenty (20) work days' vacation
after four (4) years of service	twenty-one (21) work days' vacation
after five (5) years of service	twenty-two (22) work days' vacation
after six (6) years of service	twenty-three (23) work days' vacation
after seven (7) years of service	twenty-four (24) work days' vacation
after eight (8) years of service	twenty-five (25) work days' vacation
after twelve (12) years of service	thirty (30) work days' vacation
after fifteen (15) years of service	thirty-two (32) work days' vacation
after seventeen (17) years' service	thirty-four (34) work days' vacation

In addition to annual vacation pay, the Employer agrees to pay a vacation bonus of **three hundred (\$300.00) dollars** per year, per full-time person. Part-time employees will be paid **one hundred and fifty (\$150.00) dollars** per year, per person.

Vacation bonus shall be considered a “**Northern Travel Benefit**” as defined by Revenue Canada. This amount shall be recorded on the employees’ T-4 slip.

11.02 Employees who have worked less than one (1) year and whose employment is terminated, will receive a vacation allowance in the amount of one (1) day per month of employment.

Employees entitled to three (3) weeks' vacation with pay and whose employment is terminated, shall receive a vacation allowance in the amount equal to six (6%) percent of their regular rate applicable of the total wages earned during the period of employment for which no vacation allowance has been paid.

Employees entitled to four (4) weeks' vacation with pay and whose employment is terminated, shall receive a vacation allowance in the amount equal to eight (8%) percent of their regular rate applicable of the total wages earned during the period of employment for which no vacation allowance has been paid.

11.03 Part-time employees shall receive their vacation pay on a percentage of their earnings basis using the same calculation as granted to full-time employees outlined in **sub-article 11.01**.

after one (1) year of service	six (6%) percent of their earnings
after two (2) years of service	six point four (6.4%) percent of their earnings
after three (3) years of service	eight (8%) percent of their earnings

after four (4) years of service	eight point four (8.4%) percent of their earnings
after five (5) years of service	eight point eight (8.8%) percent of their earnings
after six (6) years of service	nine point two (9.2%) percent of their earnings
after seven (7) years of service	nine point six (9.6%) percent of their earnings
after eight (8) years of service	ten (10%) percent of their earnings
after twelve (12) years of service	twelve (12%) percent of their earnings
after fifteen (15) years of service	twelve point eight (12.8%) percent of their earnings
after seventeen (17) years of service	thirteen point six (13.6%) percent of their earnings.

11.04 Vacation pay shall be due and payable at the commencement of the employee's vacation, unless otherwise requested by the employee. No employee shall take less than five (5) days' vacation unless by mutual agreement between the employee and the Employer. Upon request, vacation pay shall be paid on a cheque separate from employee's regular wages.

11.05 If an employee becomes confined to **their** home or in the hospital due to serious illness or injury while on vacation, the Employer agrees to allow the employees access to the sick leave bank (up to one hundred (100) days) in cases of injury or illness before utilizing the Weekly Indemnity Plan, the employee may file a claim for weekly indemnity benefits and the balance of the employee's vacation will be re-scheduled following the employee's return to work. The Employer also agrees to pay unused sick leave credits to supplement the weekly indemnity payments to the maximum of the employee's normal basic weekly salary.

11.06 A full-time employee's approved scheduled vacation dates shall not be changed by the Employer without just cause. In the event that the Employer cancels the employee's vacation two (2) weeks prior to the start of the vacation, the Employer agrees to compensate the employee up to **two hundred (\$200.00) dollars** for monies lost on deposit on a trip, upon proof of loss.

11.07 Seniority shall be the governing factor in choice and granting of vacation between the employees in the bargaining unit. No more than one (1) bargaining unit employee shall be on vacation at any given time unless approved by the Employer.

ARTICLE 12 HOURS OF WORK

12.01 The work day shall be a shift of eight (8) hours. One (1) hour shall be granted for lunch on the employee's time.

12.02 The regular work week shall be thirty-seven and one-half (37½) hours per week. All employees shall receive two (2) complete days off each calendar week.

12.03 Any employee called in will be guaranteed a minimum four (4) hours' call-in pay. Any employee required to work less than four (4) hours shall receive four (4) hours' pay.

12.04 In replacing an absent employee, first consideration shall be given to part-time employees.

12.05 The Employer shall post any change in the normal weekly work schedule not later than Friday of each week for the following week.

12.06 Every employee shall be entitled to a fifteen (15) minute rest period during each work period of three (3) hours or more, at a time scheduled by the Employer.

ARTICLE 13 RATES OF PAY/OVERTIME

13.01 The standard rates of pay for all employees covered by this Agreement shall be those set forth in Appendix "A" hereto appended.

13.02 Employees classified as Pharmacy Assistant shall receive salary increments on the basis of the first six (6) calendar months and every six (6) months thereafter until **they** reach the top rate of pay at thirty-six (36) months.

When an employee is required to work any hours in excess of those specified in Article 12, **they** shall be paid double **their** regular rate of pay for all hours so worked. Overtime must, in all cases, be approved in advance by the **Employer** of the Pharmacy or **their** designate.

13.03 Overtime shall be computed on the basis of one-half (½) hour and for this purpose, one-half (½) hour shall be considered as not less than ten (10) minutes and not more than thirty (30) minutes.

13.04 Any employee who works on a Statutory Holiday shall receive triple times **their** regular rate of pay for all hours so worked on that day.

13.05 When a Statutory Holiday falls on an employee's regular day off, such employee shall receive straight time pay for that day.

13.06 When the employment of an employee is terminated for any reason, **they** shall receive all pay due **them** within four (4) working days of **their** termination.

13.07 When an employee desires to terminate **their** employment, **they** shall give the **Employer** two (2) weeks' notice thereof, and if such notice is not given, the

employee shall have no recourse to the Grievance Procedure under the Agreement. When an employee is discharged for any reasons other than those set out in Article 15, they shall be given two (2) weeks' notice or two (2) weeks' pay in lieu thereof.

ARTICLE 14 STATUTORY HOLIDAYS

14.01 The following shall be recognized as Statutory Holidays with pay:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

a floating day in June

an additional floating holiday **(to be eliminated January 1, 2019)**

and any day declared a Statutory Holiday by the Government of Canada, the Government of Manitoba or the City of Flin Flon.

Employees recognize Easter Monday as a working Statutory Holiday. The employees will receive pay for all hours worked in accordance with **sub-article 14.01** when working on Easter Monday Statutory Holiday, plus an additional day with pay at a later date in lieu of Statutory Holiday payment.

14.02 When a Statutory Holiday falls on an employee's day off, the employee shall have the option of an extra day's pay or an extra day off **with pay**, within thirty (30) days or longer by mutual agreement.

ARTICLE 15 DISCIPLINE - PROBATIONARY PERIOD

15.01 The Employer shall have the right to discipline employees by suspension or discharge for just cause, provided, however, that the employee shall have the right to lodge a grievance through the Union to the extent and in the manner provided in Article 5 herein. Employees discharged for the reasons given above shall not be entitled to notice, or pay in lieu thereof.

15.02 Management maintains the right to private interviews with employees when discussing work habits, encouraging better performance and other work-related matters. It is agreed that if a reprimand is of such a nature that it will be recorded on the employee's work record, then **they** shall have the right to have the Shop Steward present.

15.03 When an employee has been found to have been unjustly discharged under the foregoing clause, **they** shall be reinstated in **their** employment without loss of pay, seniority or any other right under this Agreement.

15.04 Any new employee shall serve for twenty-five (25) calendar days on probation from the date of hiring, during which time the Employer may dispense with **their** services without recourse to the provisions of this Agreement.

ARTICLE 16 PRESCRIPTION PLAN

16.01 All employees, their spouse and their dependants who have no alternate drug plan coverage shall receive prescribed drugs from the Pharmacy based on the Manitoba Pharmacare Plan plus an equivalent of the Hudson Bay Mining and Smelting formula.

Any drugs not covered by the Provincial Pharmacare Plan or the Hudson Bay Mining and Smelting formula, the employee can purchase from the Pharmacy, at the Pharmacy's cost price with no dispensing fee charged.

ARTICLE 17 PAY DAY

17.01 Pay day shall be every second Friday in each calendar month, by direct deposit. The Employer agrees to provide a detailed pay stub indicating all the deductions made from the employee's pay as well as the amount of the net pay deposited in **their** bank account.

ARTICLE 18 STRIKES AND LOCKOUTS

18.01 The Union agrees that for the term of this Agreement there shall be no slowdown or other kind of strike against the Employer and the Employer agrees that **they** will not lock out Union members during the term of this Agreement.

ARTICLE 19 SMOCKS AND APRONS

19.01 The Employer agrees that during the term of this Agreement, employees will be allowed to wear personal attire as mutually agreed between Employer and employee.

19.02 Each full-time employee who completes six (6) months of continuous employment with the Employer shall be entitled to a maximum of **four hundred (\$400.00) dollars** per year to cover the cost of new uniforms or footwear.

Each part-time employee who completes six (6) months of continuous employment with the Employer shall be entitled to a maximum of **two hundred and fifty (\$250.00) dollars** per year to cover the cost of new uniforms or footwear.

Employees must submit a bill verifying the amount of the purchase of said uniforms or footwear.

ARTICLE 20 STAFF DISCOUNT

20.01 After three (3) **continuous** months of service, employees shall be entitled to purchase products through Arctic Drugs wholesalers at cost plus fifteen (15%) percent.

ARTICLE 21 AIR CONDITIONING

21.01 The Employer agrees to maintain an adequate temperature in the Pharmacy.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.01 If, through improved technology, it becomes necessary or advantageous to discontinue one **(1)** of the services presently being provided by one **(1)** of the employees, the Employer agrees to make every effort to relocate the employee and provide retraining for the employee's reassigned position and to ensure no loss of wages.

ARTICLE 23 PROCEDURE FOR WAGE RATES OF NEW CLASSIFICATIONS DURING THE LENGTH OF THIS AGREEMENT

23.01 When the Employer creates a new classification during the length of this Agreement, the Employer's representative and the Union Representative shall meet, in an effort to arrive at a mutually satisfactory hourly rate of pay for this new classification.

23.02 If an agreement on this classification cannot be reached, the matter shall be referred to an Arbitrator, as mutually agreed between the parties, or as appointed by the Minister of Labour for the Province of Manitoba, if no agreement can be reached within seven (7) days after one of the parties has decided to take the matter to arbitration. The decision of the Arbitrator shall be final and binding until the expiry date of this Agreement. This will also apply to any classification ruled by the Manitoba Labour Board to be covered by the existing Union Agreement.

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

SIGNED THIS DAY OF , 2018.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

A-1

WAGE RATES

	Effective 1-Aug-17	Effective 1-Aug-18	Effective 1-Aug-19	Effective 1-Aug-20
<u>Pharmacy Assistant</u>				
Start	\$12.00	\$12.50	\$13.00	\$13.50
6 Months	\$12.50	\$13.00	\$13.50	\$14.00
12 Months	\$13.00	\$13.50	\$14.00	\$14.50
18 Months	\$13.50	\$14.00	\$14.50	\$15.00
24 Months	\$14.00	\$14.50	\$15.00	\$15.50
30 Months	\$14.50	\$15.00	\$15.50	\$16.00
Over 36 Months	\$15.00	\$15.50	\$16.00	\$16.50

A-2 Upon successful completion of the Pharmacy Assistant course, employees will be paid an additional ten (10¢) cents per hour.

A-3 **Retroactive Pay**

All employees shall receive full retroactive pay to **August 1, 2017** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit.

A-4 **Overscaled Employees**

Active employees who are on payroll as of date of ratification shall be considered overscaled until such time as they are no longer employed by the Employer. The overscaled employees referred to above shall receive twenty (20¢) cents per hour wage increase, effective August 1, 2017.

Active employees who are on payroll as of date of ratification shall be considered overscaled until such time as they are no longer employed by the Employer. The overscaled employees referred to above shall receive twenty (20¢) cents per hour wage increase, effective August 1, 2018.

Active employees who are on payroll as of date of ratification shall be considered overscaled until such time as they are no longer employed by the Employer. The overscaled employees referred to above shall receive twenty (20¢) cents per hour wage increase, effective August 1, 2019.

Active employees who are on payroll as of date of ratification shall be considered overscaled until such time as they are no longer employed by the Employer. The overscaled employees referred to above shall receive twenty (20¢) cents per hour wage increase, effective August 1, 2020.

A-5 **Minimum Wage Gap**

The parties agree that should the minimum wage in the Province of Manitoba increase during the term of this agreement, the rates contained in Appendix A-1 will be adjusted so as to ensure that there is a minimum twenty-five (25¢) cent differential between any increment and the minimum wage. The wage scales above the affected start rate will also be increased so as to create a minimum twenty-five (25¢) cents spread with the rate immediately below that rate. These adjustments will continue up the scale until such time as the Collective Agreement scale is higher than the adjusted scale.

APPENDIX "B"

HEALTH AND WELFARE: DENTAL PLAN, PENSION PLAN

B-1 **Dental Plan**

B-1.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental plan of thirty-four (34¢) cents, **(thirty-eight (38¢) cents effective August 1, 2018)**, per hour for each hour of actual work in respect to employees in the bargaining unit. Contributions shall include sick pay, weekly indemnity, vacation and **Statutory Holiday** to a maximum of the basic work week.

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

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

B-2 **Pension Plan**

B-2.01 The Employer agrees to contribute twenty-five cents (25¢) cents per hour effective January 31, 2016, for all straight time hours worked by the employees of Arctic Drugs Ltd. into the Canadian Commercial Workers Industry Pension Plan. Contributions shall include sick pay (not including Weekly Indemnity), vacation and **Statutory Holiday** pay, to the maximum of the basic work week.

B-2.02 In addition to contributions made to CCWIPP by the Employer as outlined in B-2.01 above, all employees in the bargaining unit **shall** receive contributions by the Employer into a Registered Retirement Savings Plan (RRSP). The Employer agrees to contribute one dollar and eighteen cents (\$1.18) **per** hour for all straight time hours worked by the employees of Arctic Drugs Ltd. into a Registered Retirement Savings Plan (RRSP). Contributions shall include sick pay (not including Weekly Indemnity), vacation and **Statutory Holiday** pay, to the maximum of the basic work week.

APPENDIX "C"

OPTICAL PLAN

C-1.01 The Employer agrees to pay up to four hundred and fifty (\$450.00) dollars per employee, per twelve (12) months, to cover the costs of new glasses or frames for employees and their dependants.

EXHIBIT ONE


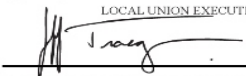
TO: THE NEW OR REHIRED EMPLOYEE:

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 **Arctic Drugs Ltd.** contain the following statements:

“Any employee who is now a member of the Union, or any employee who becomes a member of the Union, must maintain such membership in the Union as a condition of employment. The Employer agrees to provide any new employee and rehired employee, at the time of employment, with a form letter Exhibit One (contents of which are acceptable to both parties) outlining to the employee their responsibilities in regard to payment of Union dues and initiation fee. The Employer agrees to provide the Union, once a month when submitting the Union dues and initiation fees, with a list containing the names of all employees who have terminated their employment, are on leave of absence, sick leave or retired during the previous month.”

“The Employer agrees to deduct from the wages of each employee, such Union dues and initiation fee and assessments as are authorized by the Local Union from the employee’s first pay. Such deductions shall be forwarded to the Secretary-Treasurer of the Local Union by the last calendar day of the current month.”

Below is a sample Membership Application to be completed immediately and returned to your Employer so they can forward it to the UFCW, Local No.832 Union Office (1412 Portage Avenue, Winnipeg MB R3G OV5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION				United Food & Commercial Workers Union, Local No. 832		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
Manitoba, Canada							
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.		
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE		I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree.)
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)				
COMPANY NAME	TOWN/NO./LOCATION		DEPARTMENT/NO.				
CLASSIFICATION	EMPLOYER NO.		FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
<p>I hereby apply for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and I have declared my assets. I authorize the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to the policies and procedures to safeguard privacy and protect personal information. United Food & Commercial Workers Local No. 832 has commitment from third parties that receive personal information from the Union that my personal information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</p>							
APPLICANT SIGNATURE	DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:				
X							

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.