## **COLLECTIVE AGREEMENT**

#### Between

Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd.
Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.

## And

**United Food and Commercial Workers Union, Local 1518** 

May 16, 2017 to February 29, 2020

Ratified by member vote: February 13, 2018



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## MEMORANDUM OF AGREEMENT made this 23rd day of January, 2018.

BY AND BETWEEN: Lucas Drugs Ltd., Lake Cowichan Village Pharmacy

Ltd. Festubert Pharmacy Ltd. Kenneth Street

Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour

Relations Code to constitute one employer for the

purposes of the Labour Relations Code.

(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION,

**LOCAL 1518,** chartered by the United Food and Commercial Workers International Union, C.L.C.

(hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them, the Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out;

**NOW THEREFORE**: The Employer and the Union mutually agree as follows:

## **SECTION 1 – Bargaining Agency**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all retail and pharmacy employees employed by Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement except for Pharmacy Managers and Front Store Managers.

## 1.02 Existing Store that is Relocated or Replaced

Should the employer decide to relocate or replace any of the existing facilities in Section 1.01 to a different location, all of the employees shall retain their employment with full seniority, wages, hours and all other conditions of employment as set out in this Agreement.

## **SECTION 2 – Union Shop**

2.01 With respect to the employees contained in the Bargaining Agency (Section 1), the Employer agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month.

#### **SECTION 3 – Deduction of Union Dues**

## 3.01 Union Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made, the Social Insurance Number of each employee and the amount of each deduction. Dues checkoffs are to be submitted on a monthly basis showing amount deducted each pay period, for what purpose and the total amount deducted during the month. The Employer agrees to include dues deducted during the year on an employee's T4 slip.

- **4.01** All work in the handling and selling of merchandise in the store of the Employer shall be performed only by employees of the Employer who are in the bargaining unit with the following exceptions:
  - Greeting card companies like Hallmark Cards and Carlton Cards have vendors who
    periodically come to the store. They are permitted to remove their out of date
    greeting cards from the display area.
  - 2) Representatives from Cosmetic Companies like Maybelline, Cover Girl, Revlon, etc periodically come to the store for Plan-O-Grams. This is where a section of their cosmetic and jewelry sections are re-vamped due to changes in product selection. The representatives are permitted to remove their product from the display area and re-allocate the product location. They are permitted to do the initial stocking only. All subsequent re-stocking of product is to be performed by union members.
  - 3) The merchandiser for the free-standing Sunglass rack is permitted to stock his sunglass display.
  - 4) The Representative from Quantum products who carries items such as sewing notions, stationary, clothing dye, and shoe polish periodically comes to the store for Plan-O-Grams. The representative is permitted to remove their product from the display area, re-allocate the space for products. They are permitted to do the initial stocking only. All subsequent re-stocking of product is to be performed by union members.
  - 5) There is one regional front store manager who is permitted to work at store level on operations such as planograms, daily merchandising, signage, lotto, ordering, daily cash, dealing with vendors, customer service, training, seasonal orders, aesthetic changes, moving of product within the store and between stores.
  - 6) The Employer has a contract cleaner. He is permitted to do floor cleaning, such as Cleaning, Waxing, Stripping, and Buffing of the floors.
  - 7) There is one Front Store Manager in store #6-Cobble Hill, store #1-Lake Cowichan, store #5-Gabriola. They are permitted to perform bargaining unit work, however no bargaining unit employee shall be deprived available hours as a result.
  - 8) There is one Pharmacy Manager in each store. They are permitted to perform bargaining unit work, however no bargaining unit employee shall be deprived available hours as a result.
  - 9) It is recognized that the two Operational managers and owners of the company will on rare occasion do some work which is not normally performed on a regular basis by bargaining unit members. They may assist with store renovations which are not part of the daily store operations.
  - 10) In the event that a bargaining unit employee has to leave mid shift due to sickness or emergency, a manager may on rare occasion choose to do their work for the remainder of the day.

# SECTION 5 – Basic Work Week - Overtime - Statutory Holidays - Scheduling - Hours of Work by Seniority

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

## 5.01 Basic Workweek

The Basic workweek shall run from Sunday to Saturday.

#### NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following:
  - (i) not more than eight (8) hours in any one day;
  - (ii) not more than five (5) working days in the workweek;
  - (iii) not more than forty (40) hours in the workweek;
  - (iv) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at one and a half times the hourly rate.

There shall be a daily starting time for each employee. Daily hours of work for all employees shall be consecutive. There shall be no split shifts.

\*Pharmacists Workweek & Overtime provisions see L.O.U. #3

## 5.02 Overtime Pay

All time worked in excess of the basic work week, as defined in paragraphs 5.01 and, or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half  $(1\frac{1}{2})$  the regular rate. All time in excess of forty-four (44) hours per week shall be paid at the rate of double time. Compensating time off shall not be given in lieu of overtime pay. A part time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half  $(1\frac{1}{2})$  for work performed on the sixth (6th) day.

## 5.03 Seniority – Maximizing Hours to Senior Employees

The Union and the Employer agree that the purpose of seniority is to allow employees to maximize their hours of work to forty (40) hours per week, with senior part-time employees being able to claim shifts with most available hours each day. A full-time employee shall be one who works forty (40) hours per week. Preference as to available hours of work shall be given to the employees according to seniority.

It is clearly understood between the parties to this agreement that available hours of work shall be maximized by seniority on a daily basis. It is further understood that senior employees may claim hours of work on a daily basis away from less senior employees in order to maximize the number of hours they receive.

#### 5.04 Short-Notice Shift Change

- All first and second day, short notice "Illness or Accident" employee absences shall be filled by the most senior employee(s) not scheduled that day who are not already scheduled for five (5) days in the week of absence. On third and subsequent days of confirmed absence due to illness or accident the hours shall be scheduled by seniority.
- 2) This agreement anticipates "short notice" to mean notice given within 24 hours of the shift commencing, which would result in the management of the store experiencing extreme difficulties in finding a replacement in the normal method, without changing the schedule. In the event that the store is closed then "short notice" shall mean the 24 hour period prior to the store closing.
- 3) If the employer chooses to fill the short term absences, the employer agrees to contact the employees of that store in order of seniority by classification and offer them the available shift(s). The employer shall keep a call log, which shall be made available to the Union upon request. If the employee(s) of that store do not accept to take the shift(s), or are not available when contacted by telephone, the employer will then offer the shift(s) in order of seniority by classification to other staff in that store.

If no employees accept the available shift(s), and the employer chooses to fill the short term absences, then the employer may offer the shift(s) to available staff not working that day from one of its other stores.

4) Definitive date - Return to work uncertain:

Only in certain circumstances where an employee does not provide a definitive return to work date, it is understood that they may not have shifts available until such time as they notify the employer of their return to work date. Once they have notified the employer of their date of return, they shall be returned to the work schedule by no later than 48 hours of when they notified the employer of their return to work date.

## 5.05 Reduction of Hours

The Employer shall not reduce the hours of work of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

#### 5.06 Rest Periods

All employees shall have a paid fifteen (15) minute rest period for each four (4) hours of work. In any eight (8) hour day, one (1) rest period shall be before and one (1) after the meal period. Rest periods shall not begin until one (1) hour before or after the meal period or the end of the shift. Employees working in excess of six (6) hours on any shift will be entitled to take two (2) rest periods on each shift.

Employees who work more than a four (4) hour shift but not more than a six (6) hour shift shall have the right to a fifteen (15) minute unpaid rest period, either with or separate from the existing fifteen (15) minute rest period. The employees will notify store management of their choice to ensure efficient scheduling. Pharmacist are excluded from this article.

#### 5.07 Meal Periods

All employees working a shift of five (5) hours or more in a day shall be entitled to an unpaid thirty (30) minute meal period. Meal periods shall be taken between the third (3rd) and fifth (5th) hours of a shift.

#### 5.08 Consecutive Days Off

The Employer shall endeavour to schedule two (2) consecutive days off every second (2nd) week for employees who work twenty-four (24) hours or more per week on average. For full-time employees the Employer shall endeavour to schedule two (2) consecutive days off each week wherever practical, based upon store operations and available relief staff. The period from December 1st to January 15th shall be excluded except by mutual agreement between the employee and the Employer.

#### 5.09 Consecutive Days of Work

Where an employee is required to work in excess of five (5) consecutive days without a break in rest days, the employee shall be entitled to time and one half (1-1/2) for time worked on each day in excess of five (5) days until such time as the employee has a break or rest day.

## 5.10 Scheduling

### A) Posting of Schedules

The Employer shall post the weekly work schedule for all employees, in each individual store, not later than Tuesday by 6:00 p.m. for the next two (2) workweeks.

Below is an example illustrating the posting of schedules required by this Section.

#### **EXAMPLE:**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
January	1	2	3	4	5	6	7
January	8	9	10	11	12	13	14
January	15	16	17	18	19	20	21
January	22	23	24	25	26	27	28

On Tuesday, January 3 the employer must have posted the schedules for January 8 to January 14 and January 15 to January 21.

On Tuesday, January 10, the employer must have posted the schedules for January 15 to January 21 and January 22 to January 28.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

Once the work schedule is posted, it is the responsibility of every employee to check the posted Work Schedule. Employees are to notify management of any errors in the allocation of hours at the earliest possible time.

## B) Requested Time Off (R.T.O.)

Employees, requesting and who are granted R.T.O. prior to the posting of the work schedule shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

All requests for time off for special personal events are to be made to Management for their approval prior to the posting of the schedule.

This time off shall be granted unless management can demonstrate a bona fide reason why it cannot be granted.

## 5.11 Employer to Notify Employees of Changes to Schedule after Posting

It is the Employer's responsibility to keep the Work Schedule up to date and to ensure that any changes are clearly noted and legible. The Employer is required to make a reasonable effort to verbally advise individual employees of the changes to their work schedule once it has been posted.

## 5.12 Restriction of Availability

A part time employee who works less than the basic work week and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be emailed to the Union Representative by the Employer. Such employees shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first.

This form is to be presented to the Employer at least four (4) weeks prior to the posting of the work schedule as set out in Section 5.10 of this Collective Agreement.

Employees shall not be permitted to restrict their availability below twenty four (24) hours per week except for health reasons supported by a letter from a doctor.

When an employee submits their restriction it shall be granted provided there is another available employee who is capable of doing the work, within the same classification of the store they are in and at straight time rate of pay.

Employees who submit a restriction on their weekly hours must remain with this restriction for a minimum period of thirteen (13) weeks.

Employees who are ending or changing their restriction, must provide the Employer with four (4) weeks-notice in writing.

Employees are limited to submitting a restriction of hour availability no more than twice per calendar year.

## 5.13 Student Status-Employees

Those employees who are students regularly attending classes at an authorized educational institution shall be considered to have restricted their availability and shall be referred to as being on "student status" while in school. The Company and the Union agree that students shall:

- (1) The parties agree that employees who take one or two classes per week shall not be considered as students for restriction purposes.
- (2) Students that have restricted their availability shall be scheduled by seniority by classification within their restriction.
- (3) Students shall inform the Employer, using the restriction form, when it is established that they have ceased being a student and will not be resuming their studies in the next semester or school term.
- (4) Employees reverting to student status shall notify the employer, using the restriction form, when it is established that they will attend classes.
- (5) Students can change their availability in accordance with their school semester changes.
- (6) It is understood that students shall not be available for certain shifts while in school.
- (7) Non-School Weeks Students available for work.

It is understood that when students are not in school for the week they shall be fully available to work all shifts. This shall include (but is not limited to) Christmas weeks, Spring Break weeks, Summertime months when not in school, including Pro-D days etc.

#### 5.14 Statutory Holidays

The following days shall be considered statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments. In the case of a statutory holiday proclaimed by a Municipality only those stores of the Employer in that Municipality shall be affected by the requirements of this section.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

An employee who works on a statutory holiday shall have the option of another day off in lieu of the statutory holiday, provided that suitable relief staff is available. This means that an employee who works on a statutory holiday shall not be required to work more than thirty-two (32) hours in that week.

## 5.15 <u>Statutory Holidays for Part Time Employees</u>

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

Average hours worked per week in four (4) weeks preceding week in which holiday occurs:

Sixteen (16) to twenty (20) hours - Four (4) hours pay for each holiday
Twenty (20) but less than thirty-two (32) - Six (6) hours pay for each holiday
Thirty-two (32) hours or more - Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for full time employees, all paid time off and hours absent due to sickness or accident shall be counted as hours worked if the full time employee would have been scheduled to work such hours they were absent. Time worked in excess of thirty-two (32) hours of actual work by part time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1-1/2).

## 5.16 <u>Travel Time and Kilometer Allowance when Working in Other Stores</u>

When an employee is asked to work in another store, the company agrees to compensate as follows:

Between stores #6 (Cobble Hill), #7 (Shawnigan), #8 (Mill Bay): No travel allowance

Between stores #1 (Lake Cowichan), #2 (Village): No travel allowance

Between stores #3 (Festubert), #4 (Kenneth): No travel allowance

Between stores #6 (Cobble Hill), #7 (Shawnigan), #8 (Mill Bay) to #1 (Lake Cowichan), #2 (Village), #10 (View Royal) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, and one hour of straight time pay for travel time.

Between stores #6 (Cobble Hill), #7 (Shawnigan), #8 (Mill Bay) to #3 (Festubert), #4 (Kenneth) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, and 1/2 hour of straight time pay for travel time.

Between stores #6 (Cobble Hill), #7 (Shawnigan), #8 (Mill Bay), #1 (Lake Cowichan), #2 (Village) to #5 (Gabriola) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, ferry expenses, and 2 hours of straight time pay for travel time.

Between stores #1 (Lake Cowichan), #2 (Village) to #3 (Festubert), #4 (Kenneth) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, and 1/2 hour of straight time pay for travel time.

Between stores #1 (Lake Cowichan), #2 (Village) to #10 (View Royal) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, and 2 hours of straight time pay for travel time.

Between stores #3 (Festubert), #4 (Kenneth) to #10 (View Royal) (and vice versa):

Be paid a travel allowance of \$0.38 a kilometer, and 1.5 hours of straight time pay for travel time.

Between stores #3 (Festubert), #4 (Kenneth) to #5 (Gabriola) (and vice versa) Be paid a travel allowance of \$0.38 a kilometer, ferry expenses and 1.5 hours of straight time pay for travel time.

Between store #10 (View Royal) to #5 (Gabriola) (and vice versa)
Be paid a travel allowance of \$0.38 a kilometer, ferry expenses and 2.5 hours of straight time pay for travel time.

The above Compensation shall apply to employees who are asked to cover shifts, but does not apply to an employee who chooses to take shifts in another store for the purpose of maximizing of hours.

## 5.17 <u>Time Cards and Time Clocks</u>

The Employer shall provide either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Employees shall record their own time as they start and finish work and the time they start and finish meal periods. Where time clocks are not used, time is to be recorded in ink (ballpoint pen acceptable). Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

## **SECTION 6 – Seniority - Job Security**

## 6.01 <u>Seniority Lists</u>

The Employer agrees to post, on January 1st and June 1st of each year a seniority list. The list shall contain:

- Names of all employees
- Seniority Dates of all employees
- Classification/Position
- Store Number & Location

A copy of the Seniority lists shall be emailed to the Union Representative with the updated information on January 1st and June 1st of each year.

## 6.02 <u>Seniority - Definition</u>

Seniority shall mean length of continuous service with the Employer based on their date of hire.

(See also Letter of Understanding #1)

## 6.03 **Probationary Employees**

It is mutually agreed that all newly hired employees are hired on a probationary period for (4) four months.

The probationary period is to evaluate if the employee is suitable for employment.

Each new employee shall be provided with at least (1) written evaluation within the first (3) months of employment. Copies of all written evaluations shall be provided to the Shop Steward.

Upon completion of the probationary period, the employee shall be regarded as regular employee.

Upon written request of the Employer to the Union Representative, a thirty (30) day extension of the probationary period will be reasonably considered providing that the Union, the Employer and the employee in question meet to discuss the reasons for the requested extension.

#### 6.04 Store Closure

In the event of sale or closure of a store, employees shall be able to exercise their seniority in other stores of the Employer.

To enhance the job security of employees covered by this agreement employees affected by a permanent closure of their store (i.e., no Relocation or no Replacement Store is opened), shall be permitted to exercise their seniority into other stores as set out below:

Within thirty (30) days of an announcement of a store closure, employees who wish to exercise their seniority under this clause will be required to declare in writing to which store(s) they wish to transfer.

After this thirty (30) day window the Employer and the Union shall meet to determine where employees will be transferred when the store is closed. The principles governing this meeting are that employees will select which stores they are prepared to transfer to. The transfers shall be granted in order of seniority.

Under these store closure provisions, when employees transfer to a different store they have to move within the same classification. Employees cannot transfer to a different classification under this section.

The stores receiving these employees will only be required to absorb one employee per each of the classifications, in each respective store.

## 6.05 Job Posting

 All full time and part time jobs that become available shall be posted in all stores for a period of five (5) days. Employees can apply for positions within their same classification only.

## Regular:

Regular Job Postings shall be generated as a result of employees who have ceased working for the employer.

#### Temporary:

In the event an employee being absent from work for 30 days or more under section 8 of this agreement (Leaves, Maternity Leaves, etc.) these positions shall be posted as temporary, and the successful applicant will be returned to their regular position upon the absent employee returning back to work. Temporary Vacancies are not required to be posted for Vacation relief.

- 2) The job posting shall contain:
  - a. The classification;
  - b. The store number and location;
  - c. The opening date of the posting;
  - d. The closing date of the posting;
  - e. The effective date of the position

A copy of the posting will be forwarded to the Union Representative by email at the time of posting. Applicants shall be accepted by the Employer up to and including the closing date.

- 3) Positions shall be awarded by seniority and filled no later than 2 weeks from the closing date of the posting, or in cases of known temporary leaves, no later than 2 weeks from the day the position becomes vacant.
- 4) In the event the employer has a bona fide urgent need to immediately fill the position temporarily while the posting process is active, the employer may temporarily fill the position with another employee(s) for a maximum period of 2 weeks.

The position shall then be filled by the successful applicant no later than 2 weeks from the time of posting and any temporary staff that were utilized during this temporary time period shall be returned to their original position.

The Union Representative shall be notified in writing of any temporary filling under this subsection.

#### 6.06 Layoff and Recall

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:

(1) No more than six (6) months has elapsed since the last day worked by the employee, and in the case of employees with two (2) or more years of seniority, no more than twelve (12) months has elapsed, and

- (2) The employee reports for duty within twenty-four (24) hours from time of recall, and
- (3) The employee is capable of performing the work.

Employees rehired within six (6) months of their layoff shall retain their previous length of service for purposes of this section.

#### **SECTION 7 – Vacations**

- **7.01** The Vacation period is the period from January to December as defined below:
  - The first week, for the vacation year, shall be the workweek in which January 1st falls.
  - The last week, for the vacation year, shall be the last full week of December.
- **7.02** Employees shall be provided with Paid Vacation according to the following entitlement:

Years of Service	Vacation Weeks off with pay	Pay *
After one (1) year continuous service	two (2) weeks' vacation	4%*
After five (5) years' continuous service	three (3) weeks' vacation	6%*
After ten (10) years' continuous service	four (4) weeks' vacation	8%*

<sup>\*</sup>Percentage (%) of Gross pay, is based on the full gross earnings from the previous year.

## 7.03 Effective Date of the Increase in Entitlement

For purposes of clarification the entitlement shall occur the vacation year following the respective employee achieving their anniversary date of hire. Following are some examples to illustrate this:

- Example 1: An employee is hired on August 6th, 2013. On August 6th, 2018 they
  achieve their 5th year of continuous employment. They will receive their three weeks
  of vacation entitlement in the 2019 Vacation year.
- Example 2: An employee is hired on July 28th, 2009. On July 28th, 2019 they achieve their 10th year of continuous employment. They will receive their four weeks of vacation entitlement in the 2020 Vacation year.
- **7.04** Vacations must be taken in units of not less than one (1) week. For the purposes of this provision, a week is defined as Sunday through Saturday.
- **7.05** Employees shall receive their vacation pay during each week they take their vacation.

- **7.06** The Employer agrees to post the annual vacation schedule by November 12 (for the upcoming vacation year).
  - Seniority shall apply in preference for vacations within a store. All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year. All employees must take their vacation time off.
- **7.07** Vacation selections shall be verified by the Employer during the vacation selection period.
- **7.08** The Vacation schedule shall be completed by December 15 (for the upcoming vacation year). Once complete, the Vacation schedule shall be:
  - Posted adjacent to the work schedules.
  - A copy shall be provided to the shop steward.
  - A copy shall be emailed to the Union Representative.
- **7.09** Vacation scheduling, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations within a store, in each classification.
- 7.10 Where a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he been working. Where an employee receives three (3) weeks' vacation or more with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.
- 7.11 Where the employment of an employee ceases, the Employer shall pay the employee his or her unused vacation pay entitlement and include such monies on the employee's last pay. This clause does not apply where an employee resigns his or her employment without providing two (2) weeks' notice to the Employer.

## SECTION 8 - Funeral - Maternity - Parental - Crisis Days - Leave of Absences

#### 8.01 Funeral Leave

In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or the time of service.

In the event of death of spouse, father, mother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood

that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer.

An employee's day off will not be altered to circumvent funeral leave benefits. Time off due to the death of a member of an employee's immediate family must be taken at the time of the bereavement.

## 8.02 <u>Maternity Leave</u>

- (1) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her maternity leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
- (2) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under paragraph (1).
- (3) All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
- (4) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
- (5) Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

#### 8.03 Parental Leave

- (1) An employee who requests parental leave under this Section is entitled to:
  - (a) a birth mother who takes leave within one (1) year of the birth of a child and in conjunction with pregnancy leave taken under 8.02 up to thirty-five (35) weeks of unpaid leave begin immediately after the end of the leave taken under Section 8.02.
  - (b) for a birth mother who does not take a leave under Section 8.02 in relation to the birth of a child up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event;
  - (c) for a birth father up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event;

- (d) for the adopting parent up to thirty-seven (37) weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care as per Section 50(2) of the Employment Standards Act, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (1) above.
- (3) The employee is required to give the Employer four (4) weeks' advanced notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) Benefit entitlement for these above leaves shall be as required in the Employment Standards Act.

#### 8.04 Optional Additional Leave

(Unpaid Supplemental Leave) An employee, upon completion of the Maternity and Parental Leaves as described in Sections 8.02 and 8.03, is entitled, upon a four (4) weeks advance notice, to receive an unpaid leave of absence. This Leave is to be continuous with the Maternity and Parental Leave.

Employees will not accrue any benefits while they are on an extension of the Maternity Leave.

If an employee wishes to continue her eligibility for coverage for B.C. Medical Services Plan benefits, Extended Health and Group Life Insurance, the employee shall bear the full cost of the premiums during this Leave. These premiums are to be paid monthly in advance. If an employee opts to continue these benefits, then the three (3) month qualification period will not be required when the employee returns to work. If an employee does not opt to continue these benefits then the employee is to sign a waiver to this effect and the three (3) month qualification period shall apply upon the employee's return to work.

The maximum continuous period of Maternity Leave, Parental Leave and this unpaid supplemental leave shall not exceed one (1) year from the commencement of the Maternity Leave.

### 8.05 Notice required for Maternity, Parental and Supplemental Leave

It is understood and agreed that an employee can give notice of request of all Leaves described in Sections 8.02, 8.03, and 8.04 at one time. Should the employee decide to return to work earlier than the maximum fifty-two (52) week leave, they shall be required to give four (4) weeks' notice of their intention to return to work.

#### 8.06 Crisis Days

As per Section 52 of the Employment Standards Act an employee is entitled to up to five (5) days of unpaid leave each employment year to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care; or
- (2) the care or health of any other member of the employee's immediate family.

## 8.07 Educational Leave

Employees with four (4) years or more of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such leaves:

- (1) One (1) employee per store at any one time shall be eligible for educational leave. Seniority shall be the determining factor in scheduling the leave.
- (2) Written application thirty (30) days in advance for the leave shall be given to the Employer. Notification by the Employer of the person going on leave shall be provided to the store, Union and the employee involved.
- (3) Such leave will be granted on a one time only basis per employee.
- (4) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (5) While on leave the employee shall not take employment with any competitor. (Violation of this provision may result in termination.)
- (6) It is understood a person on leave could be offered minimal part time work with the Employer without seniority or rights to such work, for the duration of the leave.
- (7) The period of time off will not count towards time worked for vacation entitlement.
- (8) One month's notice of return to work must be given to the Employer.
- (9) The Educational leave shall be granted provided there is another available employee who is capable of doing the work, within the same classification of the store they are in and at straight time rate of pay.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

#### **SECTION 9 – Benefits**

- **9.01** The Employer agrees to pay its portion of the premiums as set out below to provide the "Thrive 45 Group Insurance Plan or equivalent"
  - (a) Class 1 Benefits Pharmacists:
    - Employees must have worked for the company for 3 months
    - Employees must average 32 hours per week
    - Cost of premiums paid for 79% by the Employer and 21% by the employee
  - (b) Class 2 Benefits All Other Employees (other than Pharmacists):
    - Employees must have worked for the company for 12 months
    - Employees must average 37.5 hours per week
    - Cost of premiums paid for 42% by the Employer and 58% by the employee

Employer liability for the provision of benefits under this agreement shall be limited to the payment of premiums and all benefits and premium rates and the eligibility for such benefits shall be in accordance with the existing policy of the plan.

## 9.02 Prescription Drugs for all Employees not on Thrive 45 Benefit Plan

The employer shall provide all employees who are not on the Thrive 45 benefit plan with the following:

Prescription medications for the named employee will be at cost, with no markup or dispensing fee.

## **SECTION 10 – Harassment Policy - Sexual/Racial Harassment**

#### 10.01 Harassment Policy

The Employer agrees to provide and promote a harassment free working environment. It is understood and agreed, that the exercising of normal Management rights shall not be considered as job harassment.

The following Harassment Policy applies to race, nationality or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation and sexual harassment.

The Policy with respect to harassment in the workplace is endorsed by both parties.

The Company and the Union believe that the Human Rights of all employees must be protected so as to ensure that every person is treated with dignity and respect.

No individual should suffer or be exposed to harassment at work. Harassment is a course of conduct or comment that offends or abuses a person on any grounds where such behaviour is known or ought reasonably to be known to be offensive and unwelcome.

In order to ensure the consistent application of this Policy, it is both the right and responsibility of any employee who has been subjected to harassment, as defined

above, to immediately report such concerns to the Company or the Union. All complaints will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation, is determined to be in violation of this Policy, may be subject to disciplinary action up to and including discharge from employment.

#### 10.02 Sexual/Racial Harassment

Harassment is defined as "a course of action, comment or conduct that is known or ought reasonably to be known to be unwelcome."

Management and employees cannot harass another employee because of his or her race, sex, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, sexual orientation, family status or handicap.

Harassment includes comments or actions that result in, or cause humiliation to another person. Sexual harassment includes unwelcome sexual remarks or gestures, physical contact, leering, sexist jokes causing embarrassment, display of sexually offensive material, unwelcome advances and reprisals because an employee has refused a sexual proposition.

If faced by any form of harassment, the employee

- (i) Where possible will clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop;
- (ii) Must report the matter to their immediate superior or Employer if the harassment continues.
- (iii) May report the matter to their Union representative.

Harassment will not be tolerated; such behaviour by any employee may result in immediate termination of employment.

If the issue is not resolved, the employee may refer the issue to the Collective Agreement Grievance Procedure.

### SECTION 11 - Wages - Rates of Pay - Relief Rate - Previous Experience

#### 11.01 Employees to be covered by Schedule of Wages

The Employer agrees to pay all persons covered by the terms of this Agreement the following schedule of wages during such time as this Agreement is in force. The Employer further agrees that if an employee is receiving a rate in excess of the rate shown in the Collective Agreement, such rate shall not be reduced by reason of the signing of this Agreement.

The regular pay day shall be every two (2) weeks and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Sunday shall be considered as the first day of the week for the purposes of the Collective Agreement.

## Prior to Ratification 2018 – Existing Staff – Retroactivity:

The following applies to all employees, in each classification, in each store:

For all staff who are employed with the employer on the date of ratification will receive the following back pay:

For employees who work 32 hours a week or more and who have worked a minimum of 1000 hours: A lump sum payment of three hundred dollars (\$300.00)

For employees who work 24 hours a week or more and have worked a minimum of 700 hours: A lump sum payment of two hundred dollars (\$200.00)

For employees who work less than 24 hours a week and have worked less than 700 hours: A lump sum payment of one hundred dollars (\$100.00)

For purposes of clarification, the hour's period for the above calculation shall be for those hours worked from May 16, 2017 to date of Ratification. This is in recognition of the service of those since date of certification (May 16, 2017).

## Front Store Clerk - Wage Schedule

Step	Hours	Date of Ratification	Sunday, May 20, 2018	Sunday, May 26, 2019
8	12,481+ hours	\$13.90	\$14.00	\$14.20
7	10,401 - 12,480 hours	\$13.38	\$13.51	\$13.66
6	8,321 - 10,400 hours	\$13.00	\$13.13	\$13.27
5	6,241 - 8,320 hours	\$12.64	\$12.79	\$12.92
4	4,161- 6,240 hours	\$12.33	\$12.45	\$12.59
3	2,081- 4,160 hours	\$12.01	\$12.13	\$12.26
2	1,041 - 2,080 hours	\$11.73	\$11.83	\$11.97
1	0 - 1,040 hours	\$11.50	\$11.60	\$11.80

## <u>Prior to Ratification 2018 – Existing Staff – placement onto pay scales</u>

Dennise Andrews shall receive Off Scale wage increases as follows:

- 25 cents added to her current rate of pay, effective Sunday after ratification 2018
- Plus, an additional 25 cent increase added effective May 20, 2018
- Plus, an additional 25 cent increase added effective May 26, 2019

Existing staff shall be placed onto the above wage scale Sunday after Ratification 2018 as follows:

Diana Rigler shall be moved to the Top of the Wage Scale (Step 8), effective Sunday after ratification 2018.

For the remaining Front Store Clerks (not specifically noted above), they shall be moved onto the pay scale based on their career hours worked effective Sunday after ratification 2018.

# \*The implementation of the above shall not result in a reduction of any employee's current wage

Kristal Friesen shall receive:

- \$ 100.00 Date of Ratification.
- \$ 100.00 on May 20, 2018
- \$ 100.00 on May 26, 2019

## Pharmacy Assistant - Wage Schedule

Step	Hours	Date of Ratification	Sunday, May 20, 2018	Sunday, May 26, 2019
8	12,481+ hours	\$17.00	\$17.15	\$17.45
7	10,401 - 12,480 hours	\$15.88	\$16.12	\$16.32
6	8,321 - 10,400 hours	\$15.24	\$15.47	\$15.66
5	6,241 - 8,320 hours	\$14.62	\$14.84	\$15.03
4	4,161- 6,240 hours	\$14.03	\$14.24	\$14.41
3	2,081- 4,160 hours	\$13.47	\$13.67	\$13.84
2	1,041 - 2,080 hours	\$12.91	\$13.11	\$13.27
1	0 - 1,040 hours	\$12.50	\$12.75	\$13.00

## Prior to Ratification 2018 - Existing Staff - placement onto pay scales

Existing staff shall be placed onto the above wage scale Sunday after ratification 2018 as follows:

## The Following employees:

Katie Richardson, Pamela Rigler, Kim McCormick, Rahmi Emin, Gauri Mayne, Cris Gedney, shall receive Off Scale wage increases as follows:

- 25 cents added to each employees current rate of pay, effective Sunday after ratification 2018
- Plus, an additional 25 cent increase added effective May 20, 2018
- Plus, an additional 25 cent increase added effective May 26, 2019

Clarification: For those individuals noted above whose rate of pay is less than step 8 of the pharmacy assistants wage scale, they shall receive the above off scale increase and also move up the wage scale based on their career hours.

Andrew Fasullo to be moved to Step 3 rate on the wage scale. He will be moved to Step 5 rate on the wage scale May 20th, 2018. He shall continue to progress up the pay scales steps every 2,080 hours worked to the top of the pay scale.

Jo Whelan to be moved to Step 5 rate on the union's proposed wage scale. She shall continue to progress up the pay scales steps every 2080 hours worked to the top of the pay scale.

For the remaining Pharmacy Assistants (not specifically noted above), they shall be moved onto the pay scale based on their career hours worked.

\*The implementation of the above shall not result in a reduction of any employee's current wage.

## The Following employees:

Kathryn Lake, Jen Hieta, Jessie Morrison, Ashley Webb, Jeavan Gakhal, Linda Sutherland, Ashley Beaumont shall receive:

- \$ 200.00 date of ratification.
- \$ 200.00 on May 20, 2018
- \$ 200.00 on May 26, 2019

## Pharmacy Assistants - Compounding Premium - Non Sterile work

Those Pharmacy Assistants who perform non-sterile compounding work shall receive the following premium (effective of the dates indicated):

Date of Ratification	Sunday, May 20, 2018	Sunday, May 26, 2019
\$0.25	\$0.50	\$0.75

### Pharmacy Assistants - Compounding Premium - Sterile work

Those Pharmacy Assistants who perform Sterile Compounding shall receive the following premium (effective of the dates indicated):

Date of Ratification	Sunday, May 20, 2018	Sunday, May 26, 2019
\$0.50	\$1.00	\$1.50

Example: The Compounding and Sterile Compounding Premiums are effective at the date specified, and do not stack. For example, a compounder making \$14.00 an hour on the date of ratification (who performs Non Sterile work), will receive the following:

Ratification: \$14.00 + \$0.25 = \$14.25 effective rate May 20, 2018: \$14.00 + \$0.50 = \$14.50 effective rate May 16, 2019 \$14.00 + \$0.75 = \$14.75 effective rate

## Pharmacist - Salary Increases

It is recognized that in order to attract and retain Pharmacists the Employer may pay an hourly rate as determined by the market.

Rosemary Mitchie will get the following increases:

Ratification: \$0.30 an hour May 20, 2018: \$0.30 an hour May 26, 2019: \$0.50 an hour

## Registered Pharmacy Technician - Wage Scale

Date of Ratification	Sunday, May 20, 2018	Sunday, May 26, 2019
\$25.30	\$25.55	\$26.00

<sup>\*</sup>The implementation of the above shall not result in a reduction of any employee's current wage.

The employer agrees to process back pay and have it paid out no later than the second pay period following the Sunday after ratification.

<sup>\*</sup>The implementation of the above shall not result in a reduction of any employee's current wage.

## 11.02 Credit for Previous Experience

All employees shall be classified according to previous comparable drug store experience. When hired by the employer, the company will notify employee's in writing that they must declare previous experience on the union membership application form.

Previous comparable drug store experience shall be granted on the following basis:

- (1) out of the industry for less than one (1) year will receive credit for each year of previous experience to a maximum credit 3641 hours on the wage scale.
- (2) out of the industry for more than one (1) year will receive credit for each year of service to a maximum credit 2081 hours on the wage scale.

## 11.03 Relief Rate

An employee relieving another employee at a higher rate of pay shall be paid at the higher rate of pay for all time spent relieving. This does not apply to an employee on a lower progression level relieving an employee at a higher progression level. Relieving for the purposes of this section shall mean performing substantially the same work as performed by the employee who is being relieved.

For purposes of clarification, if a Front store clerk is working as a pharmacy assistant in the manner described above then that employee would receive the next higher rate of pay on the pharmacy assistant scale for all time worked.

## 11.04 Jury and Witness Pay

An employee summoned to Jury Duty or subpoenaed as a witness shall be provided with an unpaid leave of absence for the duration of the service.

#### 11.05 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for at straight time rates, except dinner meetings at which the attendance is voluntary. Such dinner meetings in excess of three (3) during each contract year shall be considered as time worked and paid for at straight time rates.

## 11.06 Cash Shortages

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

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

The employee has the right to be present during cash audits, on paid time, where relief is available

## 11.07 <u>Unlicensed Pharmacists</u>

Graduate unlicensed pharmacists shall commence employment at the Registered Pharmacy Technician starting rate in effect at the time of his or her employment with his or her Employer and shall be entitled to the increments as he has completed the hours required. Upon being duly licensed to practice in British Columbia his or her rate shall be determined by taking into consideration previous comparable experience.

## **SECTION 12 – Joint Labour Management Meetings**

- **12.01** The parties agree to the establishment of a Joint Labour Management (JLM) Committee's, consisting of Management personnel and Shop Stewards.
- **12.02** The purpose of the JLM Committee is to encourage open and candid discussion on topics and issues that arise in, or are related to the workplace, and to promote cooperative resolution of workplace issues.
- 12.03 The parties agree that the JLM Committee shall not use this forum to discuss such matters as changing terms of the collective agreement; duty to accommodate issues, or outstanding grievances, but rather to foster a respectful working relationship between workers and management, and a commitment to resolve outstanding issues proactively and in a timely manner. Where questions arise with respect to Collective Agreement interpretation those matters must be directed to the Union Representative.
- **12.04** The JLM Committee for each facility shall meet twice per year, or more frequently where needed.
- 12.05 There shall be an Agenda provided for each meeting. The shop steward will attend the meeting with the Pharmacy Manager (or designate). The Shop Steward will notify the Union Representative, in the event the Union Representative wishes to attend the JLM. The Union Representative will receive at least one weeks' notice of the JLM meeting.
- **12.06** Minutes from all meetings shall be forwarded to the Union Representative and the Operations Manager. The minutes must be posted on the Union Bulletin Board, following each meeting.

## 12.07 Annual Joint Labour Management Meetings Follow Up and Review

- a) Head Office Management of the Employer and the U.F.C.W. Local 1518 both recognize the value of well-functioning J.L.M. committees as a key component in promoting cooperative resolution of workplace issues.
- b) The parties are fully committed to seeing the process working and providing a valuable contribution.
- c) The Employer's Operations Manager, the U.F.C.W. Local 1518 Union Representative, and all the Shop Stewards shall meet annually to review how the process is working. There shall be one shop steward per store attending. This includes reviewing any areas of concern, and resolving matters that require improvement so that there is a cooperative process.

d) In order to facilitate the annual review for all of the stores, the meetings shall be held over breakfast at 9:00 a.m. provided by the employer. The meeting shall be held in September on a mutually agreeable date, beginning in 2018. The stewards' shift shall commence at 9:00 a.m. (for this day) and the meeting shall be on Company time. While attendance of the meetings will be encouraged, it will be voluntary and up to each Shop Steward to attend. The shop steward shall notify the manager if they will be attending. Once the meeting concludes the steward shall return to their store for the balance of their shift. The travel time back to the store shall be considered time worked.

#### **SECTION 13 – Grievance Procedure**

## 13.01 <u>Grievance - Definition</u>

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

#### 13.02 Informal Stage

Prior to the filing of a grievance, the parties shall endeavour to informally resolve the issue(s). If a satisfactory settlement cannot be reached at this stage the matter shall, within fourteen (14) days of the parties' attempt to reach an informal resolution, be submitted as a grievance in the manner set out in 13.03 below.

These discussions shall take place within three (3) weeks of the circumstances giving rise to the grievance, unless the parties otherwise agree. The grievor shall be present at such discussions.

## 13.03 Presentation of Grievance

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14 of this Agreement.

#### 13.04 Grievances Involving Dismissal or Layoff

Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided written notice has been provided to the Union Representative. It is understood and agreed that such grievances shall not be subject to the informal stage outlined in 13.02 above.

## 13.05 Wrongful Dismissal

Any employee alleging wrongful dismissal may place his or her allegation before the Union representative and, if the Union representative considers that the objection of the

employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

## 13.06 Time Limits

The parties agree that adherence to time limits is inherently important to resolving grievances.

#### **SECTION 14 – Board of Arbitration**

**14.01** The Board of Arbitration shall be composed of three (3) members and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

14.02 In the case of dismissal of an employee, the Employer agrees to waive the normal arbitration procedure and the matter shall be heard by a sole arbitrator, within thirty (30) days of the notice to proceed to arbitration having been received by the Employer. This thirty (30) day period may be extended by mutual agreement of the Union and the Employer. A final and binding decision will be handed down within thirty (30) days of the Expedited Arbitration case being held.

In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

The Arbitrator shall be an Arbitrator mutually agreed to by the Union and the Employer.

**14.03** In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board may order the reinstatement of the employee and may award him or her full or part back pay.

## 14.04 Troubleshooter

Mark Brown, David McPhillips, and Chris Sullivan (or any other individual agreed by the parties) shall be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

- 1. Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred.
- Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- 3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
- 4. Grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
- 5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
- 6. Legal counsel shall not be used by either party.

The parties shall develop other procedures or guidelines as necessary.

## **SECTION 15 – Union's Recognition of Management's Rights**

15.01 The Union agrees that the Employer has the sole right to plan, direct and control store operations, direct the working force, discharge employees for just cause and control any other matter requiring judgment as to the competency of employees.

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

The exercise of the foregoing rights shall in no way alter any of the provisions of this Agreement.

#### **SECTION 16 - Miscellaneous**

## 16.01 Maintenance of Adequate Heating and Cooling Facilities

The Employer agrees to maintain adequate heating and cooling facilities in each store.

## 16.02 Union Decal

The Employer agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.

## 16.03 **Bulletin Boards**

Bulletin boards shall be supplied by the Union and will be placed in lunchrooms. The Full sized board (4 foot by 3 foot) shall be installed, in the event it will not fit the 3 Foot by 2 foot board will be installed.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- 1. Meeting Notices
- 2. Dental Plan information
- 3. Pension Plan information
- 4. Safety information
- 5. Contract information

Joint Labour Management minutes, and any other items as mutually agreed between the Employer and the Union.

## 16.04 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

#### 16.05 Staff Discounts

The employer agrees to maintain the discount for staff. Cost of item plus 10%. This applies only to direct purchases by employees.

For over the counter compounded product the Employer shall maintain the discount of retail cost minus 25%. Provided this discount does not make the product sold below cost.

## 16.06 No Discrimination for Union Activity

No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a Union Committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

## 16.07 Security Interviews

Employees shall have the right to have another employee of their choice, working in the store at the time of the interview, in attendance at any interviews by security agents of the Employer.

#### 16.08 Employee's Personnel File

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

Subject to giving the Employer reasonable advance notice, employees shall have access to their personnel file.

## 16.09 Annual Performance Reviews

The Employer agrees to conduct annual performance reviews for each employee at or near the end of the first quarter each calendar year.

Annual evaluations are non-disciplinary.

#### 16.10 Allegation of Deliberate Coercion or Intimidation

If an employee walks off the job and alleges management has deliberately coerced or intimidated him or her doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict management personnel from reprimanding an employee as required by his or her position to maintain the proper operation of the store.

#### 16.11 Store Health and Safety Committee

The Employer and the Union agree to establish and maintain a Health and Safety Committee in the store. The store shall have a two (2) person Health and Safety Committee. Each facility will have one representative from management and one worker representative, selected by the Union.

The Committee shall meet once per month in order to discuss any issues regarding employee health and safety, and shall identify potential health and safety risks, institute means of improving the level of health and safety of the employees and obtain information from the Employer or other persons respecting safety experience and work practices and standards of the Employer. The Union and the Employer are committed to satisfactorily dealing with all issues brought forward by this joint committee. Sufficient

time and resources must be provided during scheduled working hours to all committee members in order to carry out these duties.

The employer recognizes the responsibility to be in full compliance with all WorkSafe regulations.

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

This will include, but is not limited to, providing the Union with the details of the Employer's Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

Meeting time is to be paid at the straight time rate.

The minutes from each meeting shall be posted in the workplace.

## 16.12 Eye Wash Station

The employer agrees to supply and maintain a proper eye wash station at each compounding facility.

## 16.13 Noise Levels in Compounding Room

The Employer shall have noise levels in Compounding Room monitored.

## 16.14 Deliveries and Bank Deposits

It shall be voluntary for employees to make bank deposits and/or delivery of prescription drugs on behalf of the Employer.

# SECTION 17 – Time Off for Union Business - Union Representative Store Visits - Shop Steward Recognition

## 17.01 <u>Time Off for Union Business</u>

The Employer agrees that the employees chosen for such purposes shall be given time off without pay in order to attend Union Conventions or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence. This leave shall be granted provided there is another available employee in the store who is capable of doing the work required, and it does not put the employer into an overtime situation.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and contributions made on the employee's behalf during such absence.

## 17.02 Extended Time Off for Union Business

Upon at least one (1) week's prior notice by the Union, the Employer agrees to grant one (1) employee a one (1) month leave of absence without pay to attend to Union business.

This leave shall be granted provided there is another available employee in the store who is capable of doing the work required, and it does not put the employer into an overtime situation.

It is further agreed such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union

## 17.03 Store Visits of Union Representatives

Duly authorized full time representatives of the Union shall be entitled to visit the store for the purposes of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union representative shall be permitted after notifying the Employer, or whoever is in charge, and shall be:

- 1. Carried on in a place in the store designated by management.
- 2. Held whenever possible during the lunch period; however if this is not practical,
- 3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of management.
- 4. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section 13 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Employer prior to implementation of Section 13.

#### 17.04 **Shop Stewards Recognition**

It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward, per store, for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to designated management of the store.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

(i) is given a reprimand which is to be entered on the employee's personnel file.

(ii) is suspended or discharged.

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from his or her immediate Supervisor or the Employer. Such permission will not be unreasonably denied.

Prior to the filing of a grievance, the parties shall endeavour to informally resolve the issue(s).

The purpose of this Section is to encourage harmonious resolution of all complaints and alleged violations of this Collective Bargaining Agreement.

# SECTION 18 – Pharmacy - Dispensary - Pharmacy Assistants - Pharmacists - Fees - Continuing Education

#### **18.01 Malpractice Insurance**

The employer shall pay for the full cost of the annual Malpractice Insurance for pharmacists and registered technicians working in the dispensary.

### 18.02 <u>Licensing Fees</u>

The employer agrees to pay the full cost of annual renewal of college license fees, for all pharmacists working more than 30 hours a week, and 50% for pharmacists working less than 30 hours a week.

Pharmacists – Existing Staff College Fees:

The Employer shall pay the full cost of the annual renewal of college fees for pharmacists hired prior to ratification 2018.

The employer agrees to pay the full cost of annual licensing fees for Registered Pharmacy Technicians.

#### 18.03 Pharmacy Staff - Continuing Education

In cases where the employer requires pharmacy staff to attend a seminar or class, the employer agrees to pay the full cost of the seminar or class.

## **SECTION 19 – Expiration and Renewal**

This Agreement shall be for the period from and including <u>May 16, 2017</u>, to and including <u>February 29, 2020</u>, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding <u>February 29, 2020</u>, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective <u>February 29, 2020</u>, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union gives notice of strike in compliance with the Labour Code of British Columbia, or
- (2) The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

SIGNED THIS	DAY OF	MARCH	,2 <u>018</u>

FOR THE UNION	FOR THE EMPLOYER
United Food and Commercial Workers, Local 1518	Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.
Swort Simpight	
Ivan Limpright, President	Dan Pelletier, Negotiator
David J. Anchibald	
David Archibald, Negotiator	Ryan Dyrbe, Operations Manager

**BY AND BETWEEN:** 

Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd.
Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd.,
Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd.,
Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy
Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour
Relations Board has determined pursuant to Section 38 of the
Labour Relations Code to constitute one employer for the
purposes of the Labour Relations Code.

AND:

**United Food and Commercial Workers Union, Local 1518** 

## Re: Seniority - Clarification - Continuous Service - Previous Ownership

For purposes of clarification Seniority includes the length of service worked during previous ownership. For example there are employees who worked in the pharmacy locations indicated in the Bargaining Agency clause. Those pharmacies operated under different names such as (but not limited to) People's Pharmacy, Pharmasave, and Razi Pharmacies. These employees never ceased employment at these locations and continued working when they were acquired by Lucas Group of Companies.

It is understood that their previous service is recognized and their seniority date is based on the employee's original date of hire.

	SIGNED THIS	DAY OF	MARCH	, 2018	
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David Archibald, Negotiator	Ryan Dyrbe, Operations Manager

BY AND BETWEEN: Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd.

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purposes of the Labour Relations Code.

AND: United Food and Commercial Workers Union, Local 1518

## Re: Existing Employees Hired Prior to Ratification 2017 – Existing Scheduling of Shifts Arrangements, Certain Employees

The Employer and the Union recognize that certain existing employees have arrangements to work on certain days and have certain days off.

In efforts to maintain this arrangement, it has been agreed that the following arrangements shall remain in place:

Store #	Employee	Entitlement
Store 1	Patty Skramstad	Entitled to have R.T.O. every Thursday.
Store 1	Jen Hieta	Shall continue to be allowed to take three (3) R.T.O.s per week. This includes Saturday and Sunday.
Store 1	Kim McCormick	Shall not be required to work on Wednesday, Saturday, and Sunday.
Store 1	Kristal Friesen	Must remain available to work at least two (2) shifts per week. Shifts are Tuesday and Thursday.
Store 3	Jessie Morrison	Alternates between 24 and 32 hours per week. Shall have every second Friday off. Shall not be required to work on Thursday, Saturday, and Sunday.
Store 3	Gaurie Mayne	Alternates between 32 and 40 hours per week. Shall have every second Friday off. Shall not be required to work on Saturday and Sunday.

Store 5	Jo Whelan	Shifts are on Monday, Tuesday, and Wednesday.
Store 5	Susan Whitton	Must remain available to work at least one (1) shift per week.
Store 5	Patti Livie	Must remain available to work at least two (2) shifts per week. Shifts are Monday and Wednesday.
Store 5	Diane Priestly	Shall not be required to work on Tuesday, Wednesday, and Saturday.
Store 6	Jeavan Gakhal	Entitled to have R.T.O. every Saturday and Sunday.
Store 6	Corrina MacAdam	Entitled to have R.T.O. every Wednesday.
Store 7	Kathryn Lake	Entitled to have R.T.O. every Friday, Saturday, and Sunday.
Store 7	Katie Richardson	Entitled to have R.T.O. every Saturday and Sunday.
Store 7	Katlyn MacNeil	Entitled to have R.T.O. every Saturday and Sunday.
Store 8	Cris Gedney	Entitled to have R.T.O. every Monday, Saturday, and Sunday.
Store 10	Patti Haynes	Entitled to have R.T.O. every Friday

The above employees shall retain these scheduling arrangements. In the event of illness or vacation coverage, these employees may be offered shifts beyond their indicated scheduling arrangements. These employees may decline these additional shift(s).

SIGNED THIS DA	AY OF	MARCH ,	<b>2018</b> .	-
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FOR THE UNION	FOR THE EMPLOYER	
United Food and Commercial Workers, Local 1518	Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.	
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David J. Architalol		
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BY AND BETWEEN:

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Relations Board has determined pursuant to Section 38 of the
Labour Relations Code to constitute one employer for the
purposes of the Labour Relations Code.

AND:

**United Food and Commercial Workers Union, Local 1518** 

## Re: Hours of Work - Overtime - Pharmacists

Pharmacists shall be scheduled to work up to Nine (9) Hour shifts each day. They shall be scheduled to work Four (4) Days per week.

Where the employer requires a Pharmacist to work more than Five (5) consecutive days they shall be paid at the rate of time and one half (1 ½ times) their regular rate.

Where the employer requires a Pharmacist to work more than Six (6) consecutive days they shall be paid at the rate of double time (2 times) their regular rate.

	SIGNED THIS	DAY OF	MARCH	, 2018 .
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FOR THE UNION	FOR THE EMPLOYER
United Food and Commercial Workers, Local 1518	Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.
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AND:

**United Food and Commercial Workers Union, Local 1518** 

## Re: Thrive 45 Benefit Plan

For the thrive 45 benefit plan, the following employees who currently pay premiums and receive benefits, the following will apply on a "without prejudice" basis:

- Rosemary Mitchie will continue to remain on the benefit plan as long as she continues to maintain a minimum of 3 shifts a week.
- Kathryn Lake will continue to remain on the benefit plan as long as she continues to maintain a minimum of 4 shifts a week.
- Dennise Andrews, who recently moved from Shawnigan Lake to View Royal and went voluntarily from full time to 8 hours a week will continue to remain on the benefit plan until December 31, 2018.

SIGNED THIS	DAY OF	MARCH ,	2018

FOR THE UNION	FOR THE EMPLOYER
United Food and Commercial Workers, Local 1518	Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.
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purposes of the Labour Relations Code.

AND: United Food and Commercial Workers Union, Local 1518

## Re: Installation of Union Bulletin Boards

The Union shall be installing Union Boards as outlined in Section 16.03 of the Collective Bargaining Agreement in the Lunchrooms of each store.

The Union shall notify the Operations manager with an estimated date of installation for each location.

SIGNED THIS	DAY OF	MARCH	, 2018	

FOR THE UNION	FOR THE EMPLOYER
United Food and Commercial Workers, Local 1518	Lucas Drugs Ltd., Lake Cowichan Village Pharmacy Ltd. Festubert Pharmacy Ltd. Kenneth Street Pharmacy Ltd., Gabriola Island Pharmacy Ltd., Cobble Hill Pharmacy Ltd., Shawnigan Lake Pharmacy Ltd., South Cowichan Pharmacy Ltd. and View Royal Pharmacy Ltd. which the B.C. Labour Relations Board has determined pursuant to Section 38 of the Labour Relations Code to constitute one employer for the purposes of the Labour Relations Code.
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