



COLLECTIVE AGREEMENT

Between:

**MEDICAL PHARMACIES GROUP LIMITED
(BYRON, TAUNTON, COURTICE)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1823**

Expiry October 31, 2021

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- c) to encourage efficiency in operation;
- d) to promote the morale, well being and security of all the Employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Pharmacy and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the company to:

- a) Maintain order and efficiency;
- b) Hire, promote, classify, transfer, suspend and rehire Employees, and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Make, enforce and alter, from time to time rules and regulations to be observed by the Employees, which rules and regulations shall not conflict with any specific term of the Agreement.
- d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, control of materials and parts, the methods and techniques of work, the content of jobs, the limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

2.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer's rules, or of any of the provisions of this Agreement, may be sufficient cause for discipline or dismissal of an Employee, nothing herein shall prevent an Employee going through the grievance procedure to determine whether or not such breach actually took place

2.03 Union Rights

It is agreed that the Union and the Employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the Employer.

Casual conversations regarding any aspect of the Collective Agreement shall not be considered as a violation of this clause.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1823 as the sole and exclusive collective bargaining agent for all of its Employees employed at the Pharmacy save and except Manager, pharmacists, department heads, students employed during the school vacation period, and students regularly employed for not more than fifteen (15) hours a week and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Clarity Note: For purposes of clarity, all employees employed at Durham Pharmacy, 462 Paxton Street, Port Perry, Ontario shall be excluded from the bargaining unit.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on bargaining unit jobs except in cases of emergency or unforeseen circumstances, when a bargaining-unit Employee is not readily available, and/or for training, orientation or instructional purposes and provided it does not result in a reduction of Employees' scheduled hours.

3.03 Employer and Union Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination exercised or practised with respect to any Employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or non-membership or activity or lack of activity in the Union or any other reason.

- 3.04 A regular Employee is defined as an Employee who is employed on a regular basis for thirty (30) hours or more per week. A part-time Employee is an Employee who is employed on a regular basis for less than thirty (30) hours per week.
- 3.05 a) The Union recognizes the right of the Employer to hire Employees on a temporary basis. Such Employees shall be covered by the terms of this Agreement but will not be entitled to benefits or hired if it results in the layoff of a regular Employee or a regular Employee not being recalled from layoff.
- b) Temporary employees will only be hired to replace regular or part-time employees absent because of W.S.I.B. leave, Short Term Disability leave, Long Term Disability leave, leaves covered under the Ontario Employments Standards Act, any other leave of absence provided for under this Agreement and vacation.
- c) In general circumstances temporary employees may be hired for a period of up to six (6) months. Where a temporary employee is covering a vacancy created by a W.S.I.B. leave, Short Term Disability leave, Long Term Disability leave or leaves covered under the Ontario Employments Standards Act, he/she may be hired for a period of up to twelve (12) months. These periods may be extended by mutual written agreement of the parties.
- d) At the conclusion of their temporary assignment, a temporary Employee will have no seniority rights unless hired into a permanent position within one (1) month of the expiry of their temporary position then seniority will date back to the original hire date.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 During the lifetime of this Agreement, the Employer shall deduct from the pay of all Employees covered by this Agreement a sum equal to the current monthly dues payable by all members of the Union as certified by the Secretary Treasurer of the Union and remit such monies so deducted to the National Secretary Treasurer of the Union accompanied by a list of names showing those from whom deductions were made. The said sums shall be accepted by the Union as the regular monthly dues of those Employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union. The Union shall be responsible for keeping the Employer informed as to the names and addresses of the proper officers.
- 4.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the National Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following; accompanied by a list of the names and addresses of all Employees from whose wages the deductions have been made.

4.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

- 5.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 5.02 A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee. The members of the Committee shall have the privilege of attending negotiation meetings held within working hours without loss of remuneration up to and including Conciliation/Mediation.
- 5.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance provided prior permission is obtained from the Pharmacy Manager. Such permission shall not be unreasonably withheld.
- 5.04 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass between the Vice President of Human Resources of the Employer or designate and the Secretary of the Union.
- 5.05 No Employee shall be required or permitted to make any written or verbal agreement with the Employer that may be in conflict with the terms of this Collective Agreement.
- 5.06 The Employer agrees to recognize two (2) Stewards. Stewards shall have attained seniority with the Employer and shall be Employees of the Employer during their time of office. The name and jurisdiction of each Steward shall be given to the Employer, in writing, and the Employer shall not be required to recognize any Steward until it has been so notified.
- 5.07 The right of Stewards to leave their work without loss of pay to investigate or adjust grievances is granted on the following conditions:
- (a) The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with in any way in the performance of his/her duties while investigating disputes.
 - (b) The Steward shall obtain the permission of his/her Manager before leaving his/her work.

- (c) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings and any preliminary meetings with the management.
 - (d) The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- 5.08
- (a) On the request of either party, the Employer and the Union may meet at least once every four (4) months for the purpose of discussing issues relating to the workplace which affect the parties or any Employee. In this regard, the Union's Consultation Committee comprising of the Union Staff Representative and up to two (2) Employees selected by the Union may attend at such meetings.
 - (b) Where practicable Labour Management meetings shall be held during the Union's Consultation Committee's regular hours of work. During such regular hours of work the Consultation Committee members are entitled to the privilege of leaving their work without loss of pay to attend at a Labour Management meeting subject to the following conditions:
 - (i) The member shall not leave or otherwise interrupt his/her regular duties to attend a Labour Management meeting without first obtaining the permission from the member's Manager or the Manager's designate. The Employer agrees not to unreasonably withhold such permission; and
 - (ii) Where permission has been granted, the member when resuming his/her regular duties shall report to his/her Manager.

In all other circumstances attendance at such meetings by the Union's Consultation Committee members shall not be compensated for by the Employer.

5.09 Right to Have Steward Present

An Employee shall have the right to have his/her Steward present at any WSIB discussion with Management if he/she requests.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer or an Employee has acted unjustly, improperly or unreasonably.

The parties to this Agreement have agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

- 6.02 No complaint or grievance shall be considered where the events giving rise to it originated more than twelve (12) working days before the filing of the complaint or grievance.

6.03 An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step No. 1: Complaint Stage

It is understood and agreed that a complaint shall be brought forward to the Pharmacy Manager prior to a grievance being filed. The Employee shall afford the Pharmacy Manager an opportunity to review, and if necessary, adjust the complaint. The Employee must provide as much information as possible to the Pharmacy Manager to enable the Pharmacy Manager to review the complaint. An Employee may be accompanied by a steward during the discussions of the complaint if he/she so wishes.

Step No. 2: Written Grievance

Failing a satisfactory settlement within four (4) working days after the complaint was submitted under Step No. 1, if the Union Steward considers the grievance justified he/she will submit to the Employee's Pharmacy Manager or his/her designate a written statement of the particulars of the grievance, Article(s) of the Agreement upon which the grievance is based, and the redress sought. The Pharmacy Manager or his/her designate shall render his/her decision, in writing, within four (4) working days of receipt of such notice.

Step No. 3: Parties' Discussion of Grievance

A discussion between the parties shall be held within four (4) working days of the Pharmacy Manager's receipt of the grievance. The Pharmacy Manager or his/her designate shall render his/her decision, in writing, within four (4) working days of this discussion.

Step No. 4

Failing settlement being reached at Step No. 3, the grievor together with the Grievance Committee shall submit the grievance to the Regional Director, Operations or her designate within five (5) working days following the completion of Step 3. The Regional Director, Operations or her designate shall convene a meeting within five (5) working days of receiving the grievance. The grievor, the grievor's Steward and the Regional Director, Operations and/or his/her designate and other Company representatives shall be in attendance at this meeting. Within five (5) working days of this meeting the Regional Director, Operations must render a decision in writing to the Union.

Step No. 5

Failing satisfactory settlement being reached at Step No. 4 the Union may refer the grievance to Arbitration within ten (10) calendar days of its receipt of the Regional Director, Operations and/or his/her designates decision under Step No. 4.

6.04 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual written consent of the parties to this Agreement.

6.05 Policy/Employer Grievances

Where a dispute involving a question of general application or interpretation occurs or where a group of Employees, or the Union or the Employer has a grievance, Steps 1, 2 and 3 of this Article may be bypassed. The provisions of this Article shall apply with the necessary modifications.

6.06 Mediation

- (a) The parties agree that a grievance may be submitted to a mutually agreeable mediator prior to a grievance being referred to arbitration. The time limit for referring a grievance to arbitration under Article 8.01 will be held in abeyance until the mediation has been completed.
- (b) The mediator shall meet with the parties as soon as possible. Each party shall bear one half (1/2) of the mediator's remuneration and expenses.

6.07 Agreements

All agreements arrived at between the Employer and the Union shall be in writing and shall be final and binding upon the Employer, the Union and the Employee(s) concerned.

ARTICLE 7 – ARBITRATION

7.01 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure as outlined in Article 6 above, and which has not been settled, will be referred to a single Arbitrator or Board of Arbitration at the written request of either of the parties hereto. Such request must be made within ten (10) working days of the grievance procedure under Article 6.

- 7.02 (a) The request for Arbitration utilizing a single Arbitrator shall contain a list of three (3) Arbitrators for consideration. The responding party will have ten (10) working days to either agree with one of the requesting parties' suggested Arbitrators or suggest alternative Arbitrators.
- (b) The request for Arbitration utilizing a Board of Arbitration shall include the name of its appointee to the board. Within three (3) working days of the request for Arbitration the responding party shall notify the other, in writing, of its appointee. The parties shall mutually agree on a chair.

7.03 If the parties cannot agree to an Arbitrator within thirty (30) calendar days, after the request for arbitration, either party may apply to the Minister of Labour to appoint the Arbitrator. An Arbitrator so appointed shall be deemed to have been appointed in accordance with this Agreement.

- 7.04 The Arbitrator or Board of Arbitration shall meet as soon as possible after being appointed with the parties to commence hearing the evidence and receiving the parties' representations.
- 7.05 The Arbitrator or Board of Arbitration's decision shall be final and binding upon the parties and the Employee(s) concerned.
- 7.06 The Arbitrator or Board of Arbitration shall not have any power to alter, change or amend any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the parties to this Agreement will bear one half (1/2) of the remuneration and expenses of the Arbitrator and the expenses of their appointee if the parties utilized a Board of Arbitration.
- 7.08 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Discipline Procedure

The Employee shall be notified, in writing, by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union for discipline and suspension cases.

- 8.02 A claim by an Employee that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Pharmacy Manager at Step No. 3 of the grievance procedure within two (2) working days after the Employee ceases working for the Employer. Such special grievances may be settled by:
- (a) confirming Management's action in dismissing the Employee; or,
 - (b) re-instating the Employee with full compensation for time lost; or,
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties, Arbitrator or the Board of Arbitration.
- 8.03 When an Employee has been dismissed without notice he/she shall have the right to interview his/her Steward for a reasonable period of time before leaving the Pharmacy premises if a Steward is available. Such Employee and the Union shall be advised, promptly in writing by the Employer, of the reason for such discharge.

- 8.04 (a) An employee required to attend a disciplinary and/or investigation meeting with the Employer that may result in disciplinary action being taken against his/her shall be entitled, upon his/her request, to have a Steward present and where a Steward is unavailable another employee of his/her choosing.
- (b) Any disciplinary notice or letter that is provided to an employee shall be signed by the employee. The signature shall indicate that he/she has received the notice or letter not that he/she is in agreement with the contents.
- (c) When conducting an investigation or questioning employees, the Employer and the Union must have the assistance of all employees concerned, including witnesses. Reasonable arrangements will be made to permit the Employer and/or the Union to fully investigate the matter and/or to comply with all applicable statutory requirements.

8.05 Disciplinary Records

An Employee shall have the right to have access to and review his/her disciplinary records at a mutually agreed upon time. Any notation of discipline shall be removed from an Employee's personnel record after the completion of an eighteen (18) month period.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit wide basis.

- 9.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service is commenced. An up-to-date seniority list shall be sent to the Union. Any objection to the seniority list must be made within sixty (60) working days after their posting. If no objection is made during this time, the seniority lists shall be deemed correct and unarbitrable.

9.03 Probation for Newly Hired Employees

A newly hired Employee shall be on probation only for the first ninety (90) calendar days of his/her employment. The probation period for part-time Employees shall be calculated in accordance with 9.01 but in no event shall the probation period exceed six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. The employment of such Employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

9.04 Except as provided for in this Article, an Employee shall not lose seniority if he/she is absent from work because of sickness, disability or accident. An Employee shall only lose his/her seniority and cease to be employed by the Employer in the event:

- 1) That he/she voluntarily quits his/her employment with the Employer.
- 2) He/she is discharged and is not reinstated through the grievance procedure or arbitration.
- 3) He/she fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so.
- 4) An Employee shall not lose seniority if within the same five (5) working days he/she notifies the Employer, in writing, of any extenuating circumstances that would delay his/her return.
- 5) He/she is laid off or on a leave of absence in excess of a twenty-four (24) month period or the length of the Employee's seniority, whichever is the shorter.

9.05 Seniority shall accumulate in the following circumstances only:

- a) When off work due to sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twenty-four (24) months or the length of the Employee's seniority, whichever is the shorter.
- b) When off work due to layoff in which case seniority will continue to accumulate for a period of time equal to six (6) months or the length of the Employee's seniority, whichever is the shorter.
- c) When off work due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave.
- d) When absent on vacation with pay or on paid holidays.
- e) When actually at work for the Employer.
- f) When on any leave of absence under the Ontario Employment Standards Act.

9.06 In the event that an Employee promoted to a Supervisory or confidential position beyond the scope of this Agreement for a period not in excess of twelve (12) months, is placed in a position within the scope of this Agreement, he/she shall retain all seniority he/she has previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union, in writing, and post notice of the position in the Employer's offices and on all bulletin boards.

10.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift wage or salary rate or range.

10.03 Role of Seniority in Promotions and Staff Transfers

In cases of promotions (other than promotions outside the bargaining unit), demotions (other than disciplinary demotions), layoff and recalls the following factors shall be considered by the Employer:

- 1) Seniority.
- 2) Skill, competence, efficiency and ability.

Where two (2) or more persons are involved in a promotion, demotion, layoff or recall and have sufficient skill, competency, efficiency and ability, seniority shall be the deciding factor.

10.04 The Union shall be notified of all appointments hirings, layoffs, transfers, recalls and terminations of employment.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 Definition

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

11.02 Order of Layoff

In the event that a position is eliminated, the Employer shall lay off the least senior employee in the job.

11.03 Notice to Union

In the event of a proposed layoff, the Employer shall, prior to issuing notices of layoffs:

- a) Provide to the Union, through the Union Management Committee, notification of the proposed layoffs or staff reduction proposals.
- b) Discuss the proposal for implementing same including the areas affected, the employees affected, and the duration.

11.04 Rights of Employees Receiving Notice of Layoff of Displacement

An employee who is laid off shall have the right to either:

- a) accept the layoff and work the notice period; or
- b) displace an employee who has lesser bargaining unit seniority, is the least senior employee in that job bargaining-unit wide, and whose job is in the same or a lower job class provided that the employee subject to the layoff has the skills, ability and competence to perform the job and provided that the candidate meets the minimum recruitment standards established for the position. Any employee so displaced shall be deemed to have been laid off, and shall thereupon be entitled to all rights and privileges as set out in this Article.
- c) elect to provide written notice of acceptance of the layoff to the Employer within seven (7) days of receipt of the notice of layoff, and receive pay in lieu of notice as required by the Employment Standards Act;

and any severance pay required by the Employment Standards Act.

An employee who accepts pay in lieu of notice shall relinquish all rights to recall and notice of job vacancies under this Article.

11.05 Notice of Layoff

An employee who has been laid off and chooses to accept the layoff, in accordance with Article 11.04 (a), shall be entitled to working notice, based upon length of service at the date of the layoff, as follows:

- (a) employees with less than one (1) year of continuous service; one (1) week;
- (b) employees with more than one (1) year, but less than two (2) years, of continuous service; two (2) weeks;
- (c) employees with more than two (2) years, but less than three (3) years, of continuous service; four (4) weeks;
- (d) employees with more than three (3) years, but less than four (4) years, of continuous service; six (6) weeks;
- (e) employees with more than four (4) years, but less than five (5) years, of continuous service; eight (8) weeks;
- and -
- (f) employees with more than five (5) years of continuous service; ten (10) weeks;

Notwithstanding this, the minimum notice of layoff shall not be less than that which is provided for in the Employment Standards Act for the Province of Ontario, as amended from time to time.

11.06 Displaced Employee's Notice

Where an employee is laid off as a result of being displaced, the employee's length of service for the purpose of Article 11.05 shall be determined as of the date of the original notice posted that gave rise to the displacement.

11.07 Notification to Displace

(a) An employee who has been laid off and chooses to exercise the right to displace another employee shall, within seven (7) working days after receiving the notice of layoff, advise the Employer, in writing, of the job to be displaced.

(b) Evaluation of Employee

In determining whether the employee has the skills, ability and competence to perform the job in accordance with the minimum recruitment standards established for the position, as applied in Article 10.03 a), the Employer may utilize any or all of the following criteria.

i) an interview by the Employer to review the employee's qualifications and employment record at which a Union representative may be present, if requested by the employee.

ii) job related testing;

iii) an evaluation of the employee's performance during the first fifteen (15) working days on the new job. The first two (2) days of the fifteen (15) shall be orientation, where required.

(c) Evaluation Period

If, after receiving notice from the employee pursuant to Article 11.07 (a), but prior to the commencement of the fifteen (15) working day evaluation period, the Employer determines that the employee does not have the skills, ability and competence to perform the job, the Employer shall notify the employee in writing. An employee who has been so notified may exercise their rights pursuant to Article 11.04 (b), by advising the Employer, in writing, within two (2) working days after receiving the said notice, of another job they are eligible to displace in Article 11.04 (b).

11.08 Right to Recall

(a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the position held prior to the layoff or displacement, in the event that such a position becomes vacant within twenty-four (24) months of the later of the expiry of the notice period or the date of the notice of displacement.

- (b) Notice of recall, pursuant to this Article 11.07 (a), shall be given by registered mail, addressed to the last address on record with the Employer. The notice shall be deemed to be received on the fifth day following the date of mailing, and the employee shall notify the Employer, in writing, within five (5) working days thereafter of their desire to return to the job. In the event that such notice is not received, the right of recall shall be null and void.
- (c) An employee who has been recalled to a temporary vacancy in the job held immediately prior to layoff shall not be required to accept the recall.
- (d) Any employee who accepts a period of temporary employment shall, at the end of the assignment return to the position previously held, if any, or resume his or her lay off. Periods of temporary employment shall not reduce or extend the period of recall.

11.09 Notice of Job Vacancies

The Employer shall circulate by email notices of vacancy of any bargaining unit job for consideration by any displaced employees for a period of twenty-four (24) months from the later of the expiry of the notice period or the date of the notice of displacement.

11.10 Benefits While on Layoff

In the event of a layoff where an employee is subject to recall, the Employer shall continue payment of the following benefits for a period of three (3) months; extended health, semi-private, dental and vision.

11.11 No New Employees

New Employees shall not be hired until those laid off have been given an opportunity of recall, provided they have recall rights.

11.12 Grievance on Lay-Offs and Recalls

Grievance concerning lay-offs and recalls shall be initiated pursuant to Step 2 of the grievance procedure.

ARTICLE 12 - HOURS OF WORK

The following section is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week, or day of work per week.

12.01 The regular work week shall consist of up to forty (40) hours per week Monday to Sunday inclusive.

There shall be no split shifts; all hours shall be worked consecutively unless in an emergency or by mutual agreement.

Work on Saturdays and Sundays will be equally distributed among the Employees.

12.02 Overtime at the rate of one and one-half (1 ½) times the Employee's regular hourly rate shall be paid for all work performed in excess of forty (40) hours per week or eight (8) hours per day.

12.03 a) An Employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for three (3) hours if he/she does not commence work and a minimum of four (4) hours if the Employee does commence work.

Article 12.03 (a) shall not apply when the Employer has notified the Employee with twenty-four (24) hours' notice to his/her last provided contact information.

12.04 All Employees shall be permitted rests periods and/or lunch breaks in accordance with the following chart.

| Shift | 15 Minute Rest Period Entitlement (Paid) | Lunch Entitlement |
|---|---|--|
| No less than 7.5 hours | 1 in the first half and 1 in the second half of the shift | ½ hour unpaid lunch |
| 5-7 hour shift, Sunday and Statutory Holidays | 1 in the first half and 1 in the second half of the shift | ½ hour unpaid lunch or ½ hour paid lunch if no rest periods are taken and the Employee remains in the store throughout his/her lunch break |
| 4-5 hours | 1 during shift | None |

12.05 Allocation of Overtime

Planned Overtime: Where the Employer is aware in advance that shifts will need to be filled on an overtime basis, the Employer will call Employees in order of store seniority as far in advance as possible. If an Employee does not answer, the Employer will call the next person on the list.

Unplanned Overtime: Overtime and call-back time shall be offered on the basis of store seniority to Employees who are on shift when the overtime opportunity arises. If there are no volunteers, the least senior Employee shall be required to work the overtime, among Employees who are qualified to perform the available work at the Pharmacy requiring overtime, as much as is practical.

12.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off, such time to be agreed upon by the Employer and the Employee.

12.07 The hours and days of work of each Employee shall be posted in an appropriate place at least four (4) weeks in advance, unless unable to do so due to extenuating circumstances.

ARTICLE 13 - DESIGNATED HOLIDAYS

13.01 The following are recognized as paid holidays:

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

There shall be two (2) additional floating holidays per calendar year for regular Employees and one (1) additional floating holiday for part-time Employees to be taken at a time mutually agreeable to the Employee and the Pharmacy Manager. To qualify for the floating holidays an Employee must have been employed for at least twelve (12) months in the calendar year. It is understood that an Employee may only take one (1) floating holiday prior to June 30th of the calendar year.

In addition to the floating holiday above, part time Employees are entitled to the paid holidays in 13.01 if they qualify in accordance with the Ontario Employment Standards Act.

And any other statutory holiday proclaimed by the Ontario Provincial government.

13.02 If an Employee works on any of the above-named designated holidays, he/she shall be entitled to be paid at one and one half (1 ½) times his/her regular hourly rate for the hours actually worked by him/her. Where an Employee works on a holiday, he/she may be granted a day off in lieu of holiday pay and such day off shall be taken at a time which is mutually agreeable to both the Employee and the Employer. In such circumstances, the choice of holiday pay or a day off is left to the mutual agreement of the employee and the Employer, but in the absence of any agreement within a reasonable time, at the discretion of the Employee, and in any case within a maximum period of twelve (12) months, the Employee shall receive one (1) day's pay.

13.03 When any of the above-noted holidays fall on a Saturday or Sunday a day off with pay shall be given at a mutually agreeable time in accordance with Article 13.02.

13.04 Where a Pharmacy is scheduled to be open on a designated holiday under Article 13.01 and it results in a holiday weekend, the applicable holiday weekends shall be posted in January of each calendar year by the Employer. Employees may then post for which holiday weekend they wish to work.

Each Pharmacy shall determine its selection or rotation process for scheduling holiday weekend coverage. Employees in order of seniority shall be given preference to which holiday weekend they wish to work. Holiday weekends will be equitably distributed.

ARTICLE 14 - VACATIONS WITH PAY

14.01 Full-time Employees shall receive an annual vacation, with pay, in accordance with credited service as of December 31st in any year as follows:

| | |
|---|----------------------|
| Less than four (4) years of service | Two (2) weeks – 4% |
| Four (4) years or more of service and less than Nine (9) years of service | Three (3) weeks – 6% |
| Nine (9) years or more of service | Four (4) weeks – 8% |
| Fifteen (15) years of service | Five (5) weeks – 10% |

- 14.02 a) A part-time Employee shall receive four percent (4%) of his/her gross earnings during the twelve (12) months immediately preceding January 1st of any year in lieu of vacation.
- b) A part-time Employee, after five (5) years of service, shall receive six percent (6%) of his/her gross earnings during the twelve (12) months immediately preceding January 1st of any year in lieu of vacation.
- 14.03 If a paid holiday falls on or is observed during an Employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.
- 14.04 An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 14.05 An Employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed by the Employee concerned and the Employer.
- 14.06 Vacation pay shall be paid at the same time as the Employee takes their accumulated vacation time. The vacation pay amount shall be itemized on the pay slip.
- 14.07 All holiday day requests submitted prior to March 1st shall be approved by seniority. Any requests after March 1st shall be approved on first requested basis.
- 14.08 It is agreed that an Employee may request accumulated lieu time in conjunction with vacation time with the Manager's approval.
- 14.09 No request for holidays or lieu days will be unreasonably denied.

ARTICLE 15 - SICK LEAVE PROVISIONS

15.01 Sick leave means the period of time a regular Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

- 15.02 The purpose of the sick-leave provision is to accumulate enough sick leave to cover periods of short-term disability or illness. Any Employee found to have abused the sickness benefit privilege by falsification or misrepresentation or other means shall thereupon be subject to discipline including discharge, and reduction or elimination of sickness benefits, and shall further restore to the Employer amounts paid to him or her for a period of such absence.
- 15.03 Sick leave shall be earned by regular Employees who have acquired seniority on the basis of one (1) day for every month of service. An Employee shall be entitled to an accrual to a maximum of forty (40) days of the unused portion of sick leave.
- 15.04 When an Employee has accumulated ten (10) days or more of unused sick leave, such Employee has the option of receiving payment for seven (7) days of wages annually. In the event that the Employee chooses to receive such payment, this accumulated sick leave shall be reduced by ten (10) days.
- 15.05 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 15.01. Absence on account of illness for less than half ($\frac{1}{2}$) a day shall be deducted as a half ($\frac{1}{2}$) day. Absence for a half ($\frac{1}{2}$) day or more, and less than a full day, shall be deducted as one (1) full day.
- 15.06 An Employee shall be required to produce a certificate from a qualified practitioner for any illness in excess of three (3) working days, certifying that such Employee is unable to carry out his/her duties due to illness. Where an Employee is absent for a period of less than three (3) days, a certificate may be required.
- An Employee may be required to substantiate his/her reason for an absence. Should the Employer require a medical report concerning an Employee's absence the Employer will pay the costs of such report.
- 15.07 At the Employer's discretion, sick leave without pay shall be granted to a regular Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 15.08 A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each Employee shall review the records of the Employer and verify that any accumulated sick leave is correct. Any Employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.
- 15.09 Where an Employee is absent from work in excess of thirty (30) consecutive days due to illness, the Employer agrees to reimburse such Employee for the difference between his/her basic salary and his/her E.I. payments for the period of absence from fourteen (14) days to thirty (30) days. After thirty (30) consecutive days' absence due to illness, any sick leave accumulation remaining will revert to zero and start again in accordance with clause 15.03.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Negotiation Pay Provisions

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, they shall suffer no loss of pay for the time so spent.

16.02 Grievance and Arbitration Pay Provisions

Representatives of the Union and greivor shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

16.03 An Employee shall receive the pay and benefits provided for in this Agreement when on Union work or conventions. However, the Union shall reimburse the Employer within two (2) weeks for all pay during the period of absence.

16.04 Paid Bereavement Leave

- a) An Employee shall be granted a maximum of five (5) regularly scheduled work days, without loss of pay or benefits, in the case of death of the Employee's spouse (including common-law spouse and fiancée) father, step-father, mother, step-mother, child, step-child, grandchild, brother or sister.
- b) An Employee will be granted leave of absence with pay to a maximum of three (3) days regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of the Employee's step brother, step sister, mother-in-law, father-in-law, step grandchild, grandparents and step-grandparent.
- c) An Employee will be granted leave of absence without loss of pay or benefits to a maximum of one (1) day in the event of a death of his/her brother-in-law, sister-in-law.
- d) It is agreed where the funeral/internment is held at a later date an Employee may utilize one or more of their bereavement days referenced in a) or b) to attend the funeral/internment. It is understood that the Employee will give as much notices as reasonably possible to the Employer to facilitate this time off.
- e) Where the burial occurs outside the province such leave shall also include reasonable travelling time not to exceed seven (7) days in total. The additional days are unpaid.
- f) Such leave shall also include reasonable travelling time. The additional days are unpaid. The leaves in a) and b) above shall not exceed seven (7) calendar days in total.
- g) In the case of part-time Employees, as described in the recognition clause, the above shall be applied on a pro-rata basis according to the working days scheduled in a seven (7) day period.

16.05 With regard to pregnancy leave, the Employer agrees to govern itself by the terms and conditions of the *Employment Standards Act 2000*, as amended.

(a) **Pregnancy/Parental Leave**

The Employee shall give written notification, one (1) month prior to the commencement of the leave of his/her request, for leave together with his/her expected date of return.

At such time he/she shall also furnish the Pharmacy with his/her doctor's certificate as to pregnancy and expected date of delivery.

Written notice by the Employee to extend the pregnancy/parental leave will be given at least two (2) months prior to the termination of the initially approved leave. In no event will the total time taken exceed the time pregnancy/parental time provided for these leaves in the *Employment Standards Act 2000 as amended*.

Seniority shall accumulate during pregnancy/parental leave.

16.06 **Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received.

16.07 **General Leave**

An Employee may request a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing when approved by the Employer.

ARTICLE 17 - BENEFITS

This Article applies to Employees who have acquired seniority.

17.01 Subsequent to completing his/her probationary period an Employee may purchase uniforms and receive reimbursement from the Employer upon submission of the receipted cost. The employee shall be reimbursed up to three hundred dollars (\$300.00) during a calendar year. It is understood that uniform(s) include one (1) sweater or polar fleece, approved medical scrubs and/or duty shoes. The Employee must submit a current and valid receipt verifying his/her purchase of qualified uniform items to the Employer.

17.02 Should legislation concerning the Employer Health Tax change, the Employer agrees to pay up to the amount it is currently paying for any replacement legislation.

17.03 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the Manulife Financial Plan. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to one (1x) times an employee's annual earnings for the most recently completed calendar year to a maximum of \$1,000,000 which will be reduced by 50% at age 65 to a maximum of \$125,000 to age 70 or upon retirement (termination age).

Employees will have the option to pay the premium for spousal coverage up to \$10,000 and for dependent children up to \$5,000 based on terms in the Manulife Financial booklet.

17.04 Extended Health Care Benefits

The Employer shall provide all employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay one hundred per cent (100%) of the premiums. The plan will cover up to \$5,000 per covered person per calendar year and reimburse 80% unless otherwise noted until age 65 or retirement unless otherwise indicated.

Eligible Expenses (Benefit year January 1 – December 31)

1. Semi-private hospitalisation—difference between ward and semi-private hospital room.
2. Drugs (ManuScript pay direct drug card, 100% for preferred pharmacies (MPGL Pharmacy locations; 70% for non-preferred pharmacies. Dispensing fees will not be covered (not charged at MPGL pharmacies).

Maximum of \$300 per person per benefit year for smoking cessation medication. Maximum of \$5,000 lifetime benefit for fertility. Maximum of up to \$1,200 per calendar year for sexual dysfunction.

3. Vision Care: Up to \$250 per in any twenty-four (24) consecutive months for contact lenses or prescription eyeglasses. Eye examinations are included in the above maximum.
4. Private duty nursing to a maximum of \$5,000 per calendar year.
5. Paramedical: Acupuncture, Chiropractor, Masseur (with doctor referral every 12 months), Naturopath, Osteopath, Physiotherapy, Podiatrist/Chiropracist, Psychologist/Social Worker/Clinical Counsellor, Speech Therapist to a maximum of \$500 per covered person per practitioner per calendar year.
6. Hearing aids up to \$500 per sixty (60) consecutive months.
7. Orthotic Foot Appliances: \$300 per calendar year.

8. Orthopaedic Shoes: One (1) pair of orthopaedic shoes per person per benefit year up to \$250.
9. Wigs: \$200 per lifetime.
10. Surgical Brassieres up to \$300 per calendar year; Breast prosthesis up to \$400 every two (2) calendar years.
11. Prosthetic Equipment Arms and Eyes, External, Therapeutic Equipment in accordance with reasonable and customary amounts.

17.05 Dental Benefits

The Employer shall provide all employees who have completed their probationary period with a Dental Plan. The Employer shall pay one hundred per cent (100%) of the premiums up to retirement.

Eligible Expenses (Current ODA, fee guide as adjusted from time to time; benefit year: January 1 – December 31). The annual maximum claim will be \$1500 per covered person per benefit year.

- i) 80% for basic and preventive services (check-ups, cleanings, fillings.
- ii) 80% for endodontic and periodontic services (root canals, treatment of gum disease).
- iii) 50% for major services (crowns, bridges).
- iv) Orthodontics for Children: 50% up to \$1500 lifetime per child.

17.06 Long-Term Disability (LTD) Benefit

To age sixty-five (65) or retirement, the employer will pay the premiums for a benefit that provides up to sixty-seven percent (67%) of the first \$5,000 of earnings, fifty percent (50%) of the excess to a maximum of ten thousand (\$10,000) dollars per month after one hundred and nineteen (119) days of disability. Definition of disability: two (2) year own occupation and any occupation thereafter.

ARTICLE 18 - WAGES

- 18.01 The Employer shall pay salaries and wages bi-weekly by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each Employee shall be provided with personal Access to the online payroll system. It is agreed that Employees shall be able to access and print the itemized statement at work, during work hours.
- 18.02 The principle of equal pay for equal work shall apply, regardless of sex.
- 18.03 When an employee is assigned in a position of higher rating he/she shall receive the rate for the position for which he/she is relieving for the full period of the relief at the corresponding step as his/her current position.

18.04 When an employee is assigned on a temporary basis to a position paying lower rate, his/her rate shall not be reduced.

ARTICLE 19 - GENERAL CONDITIONS

19.01 Proper Accommodation

Proper accommodation shall be provided for Employees to have their meals, and store and change their clothes.

19.02 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

19.03 The Employer shall provide a bulletin board in the Pharmacy which shall be placed so that Employees will have access to it and upon which the Union shall have the right to post notices for meetings and such other notices as may be of interest to other Employees.

19.04 The Employer, the Union and the Employees agree to cooperate in the prevention of accidents and the promotion of health and safety of the Employees and to comply with the provisions of the *Occupational Health & Safety Act*, its regulations and any amendments to either (the "OHSA").

19.05 The parties agree that "working days" as defined in this Agreement shall be Monday to Sunday.

19.06 It shall be the duty of each Employee to notify the Employer promptly in writing of any change of address, or contact phone number. Any written notice required by the Employer shall be deemed to be given if forwarded to the Employee at the last address of which the Employer had notice.

19.07 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit Employee, unless changed by a statutory regulation, Pharmacy operation, at a future date at which time this clause will be renegotiated.

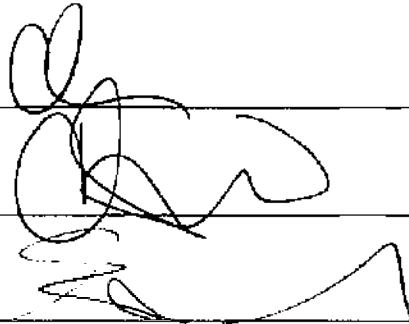
ARTICLE 20 – TERM OF AGREEMENT

20.01 This Agreement shall remain in force from November 1st, 2018 to and including October 31st, 2021 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

Dated at Oshawa, Ontario this 10th day of January, 2020

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**



Danielle Raymond
J. Hartling
S. Rodgers

SCHEDULE "A"

| Classification | Step | Current as of November 1, 2017 | Effective October 1, 2018 +1.5% | Effective October 1, 2019 +1.5% | Effective October 1, 2020 +1.25% |
|--|--------------------|---|--|--|---|
| Pharmacy Assistant (Bryon, Taunton, Courtice) | Start | \$16.30 | \$16.54 | \$16.79 | \$17.00 |
| | 6 months | \$17.70 | \$17.97 | \$18.23 | \$18.46 |
| | 12 months | \$18.00 | \$18.27 | \$18.54 | \$18.78 |
| | 24 months + | \$19.50 | \$19.79 | \$20.09 | \$20.34 |
| Pharmacy (Oshawa) | Start | \$14.75 | \$14.97 | \$15.20 | \$15.39 |
| | 6 months | \$13.50 | \$13.70 | \$13.91 | \$14.08 |
| | 12 months | \$16.00 | \$16.24 | \$16.48 | \$16.69 |
| | 24 months + | \$17.70 | \$17.97 | \$18.23 | \$18.46 |
| Cashier Student | | \$14.75 | \$14.97 | \$15.20 | \$15.39 |
| | | \$13.50 | \$13.91 | \$14.11 | \$14.29 |

LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")
-and-
Canadian Union of Public Employees and its Local 1823-01(the "Union")

RE: Registered Pharmacy Technicians

This letter shall in all respects be considered as forming a part of the Collective Agreement held between the parties.

Notwithstanding Article 2.01 of this Collective Agreement, should the Employer hire up to four (4) Registered Technicians, it is agreed that the Registered Technicians will not be included in the bargaining unit. The parties further agree that the hiring of Registered Technicians will not result in the replacement of a bargaining unit employee. For the term of the Agreement to which this is attached, the Employer agrees not to make an application to the Ontario Labour Relations Board to amend the Agreement scope clause as it pertains to Registered Technicians.

The parties agree that should a bargaining unit employee under this Collective Agreement successfully apply for and be transferred into the position of Registered Technician, such an employee has a ninety (90) day trial period. If the selected candidate successfully completes his/her trial period, he/she will be confirmed in the new position. If during the trial period the selected candidate fails to satisfy the Employer's requirements for the position or wishes to return to her former bargaining unit position, the candidate will return to his/her former position without loss of seniority. During this trial period it is understood and agreed that the Employer may hire a temporary employee pursuant to Article 2.03 of this Collective Agreement to fill the candidate's position until the earlier of the candidate's successful completion of her trial period or his/her return to his/her former bargaining unit position.

Should the Company have the business need to hire additional Registered Technicians above the four (4) agreed to the parties will meet to discuss.

Dated at Oshawa, Ontario this 10th day of January, 2020.

MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823

Danielle Raymond

L. Hartley
S. Rodgers

LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

RE: ARTICLE 15.03

The parties agree to the following for the life of the Collective Agreement:

Any current full-time Employee whose status changes to that of a part-time Employee, Article 15.03 will not apply.

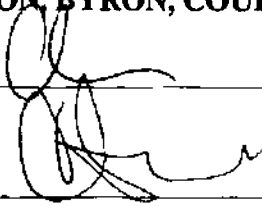
The Employee will have their credited service recognized in accordance with establishing their vacation pay entitlement.


The parties agree that the Employee will be granted four percent (4%), six percent (6%) or a maximum of eight percent (8%) of vacation pay based on their credited service.


Dated at Oshawa, Ontario this 10th day of January, 2020.

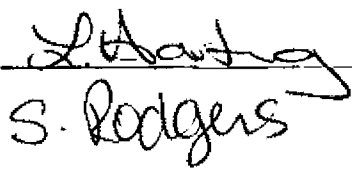
**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**









LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

RE: CASHIER POSITION

It is understood that Employees in the cashier classification will normally work Monday to Friday, inclusive.

It is also understood that currently the requirements for the shift are four (4) to five (5) hours per day.

The primary function for cashiers is to perform all duties associated with cash, attend to the telephones, attend to deliveries, attend to vial replenishment and generally perform all other non-technical functions at the pharmacy.

Dated at Oshawa, Ontario this 10th day of January, 2020.

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**

Danielle Raymond

S. Rodgers

LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

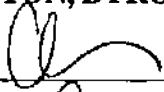
RE: ARTICLE 9.05 (a)


The parties agree that accumulation of seniority, under this Article, will not count towards vacation entitlement.


Dated at Oshawa, Ontario this 10th day of January, 2020.


**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

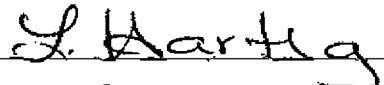
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**














LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

RE: EXTENDED HOURS

Should the Employer extend its current operating hours, the Employer will give the Union thirty (30) days' notice.

Dated at Oshawa, Ontario this 10th day of January, 2020.

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**

Danielle Raymond

S. Harting

S. Rodgers

LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

RE: POSTING OF HOLIDAY WEEKENDS

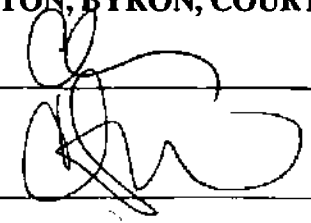
Since C.H.S. (Clinic Pharmacy) is open three hundred and sixty-five (365) days a year, holiday weekends shall be posted in January by the Employer. Employees may then post for which holiday weekend they wish to work with the senior Employee being given preference over junior Employees.

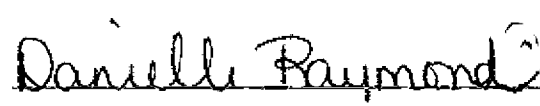
Christmas and New Years are not to be considered holiday weekends.

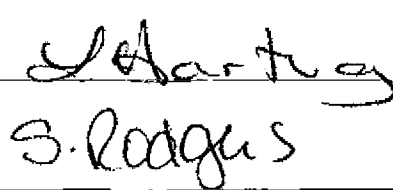
Dated at Oshawa, Ontario this 10th day of January, 2020.

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**







LETTER OF UNDERSTANDING

Medical Pharmacies Group Limited (the "Employer")

-and-

Canadian Union of Public Employees and its Local 1823 (the "Union")

RE: ARTICLE 12 – HOURS OF WORK

Friday evening, Saturday and Sunday, work in the Pharmacy shall be equally scheduled among all Pharmacy employees provided they are able to perform the work. Employees will be scheduled for both Friday evening and Saturday shifts together, as possible.

Dated at Oshawa, Ontario this 10th day of January, 2020.

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**

Danielle Raymond
L. Hartley
S. Rodgers

MEMORANDUM OF SETTLEMENT

Between

Medical Pharmacies Group Limited

And

Canadian Union of Public Employees Local 1823

RE: Elimination of Long Term Care Pharmacy Operation at Oshawa Medical Pharmacy

In the event that, in the sole discretion of the Employer, it is necessary to eliminate the Long Term Care Pharmacy Operation at Oshawa Medical Pharmacy and to lay off employees, the following shall apply.

It is agreed that the Employer shall be permitted to contract out the work done in the Long Term Care Pharmacy Operation at Oshawa Medical Pharmacy, notwithstanding the provisions of Article 19.07.

The parties agree that the following are in addition to Article 11 (Layoffs and Recalls) of the Collective Agreement.

1. Layoff notices shall be issued at least three (3) months prior to their effective date, unless the Collective Agreement provides for a longer notice period.
2. All members of the bargaining unit at all store locations will be offered voluntary retirement/ exit packages. Should interest in voluntary retirement/ exit packages exceed the number of positions being displaced, retirement/ exit packages will be provided based on seniority.
3. The retirement/ exit package is equivalent to two (2) weeks per year of service. This is inclusive of entitlements to termination pay and severance pay under the Ontario Employment Standards Act and Article 11 of the Collective Agreement.
4. Employees receiving a layoff notice have four (4) options:
 - a. accept the layoff, and receive a retiring allowance and forego recall rights
 - b. select a vacant position within the bargaining unit
 - c. displace a bargaining unit employee with less seniority as per article 9.01
 - d. accept the lay-off, and retain recall rights

Individual meetings will be arranged with all the affected employees who choose not to retire in order of seniority to determine their choice of "b", "c" or "d".

5. Displacing of an employee (bumping) can occur across pharmacy locations within the bargaining unit.
6. Once it is determined how many employees will select option "c" (bumping), the employer will create an equal number of vacancies by laying off an equal number of the least senior employees bargaining-unit wide in the same position. In order of seniority, employees who selected option "c" will choose from among the vacated positions.
7. Employees who select option "a" (retirement allowance) as per #4 above will be entitled to choose between a lump sum payment or a salary continuance at their regular rate of pay and with regular deductions for the number of weeks to which the member is entitled.
8. For employees selecting salary continuance as per #7 above, benefits will continue with the exception of short term disability, long-term disability, life insurance and out-of-province coverage.
9. Those employees that require accommodations due to medical reasons who cannot be accommodated elsewhere, at the current time, will be exempt from being displaced.

Dated at Oshawa, Ontario this 19th day of January, 2020.

**MEDICAL PHARMACIES GROUP LIMITED
MEDICAL PHARMACY
(TAUNTON, BYRON, COURTICE)**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1823**

Danielle Raymond

Y. Bartha

S. Rodgers
