



COLLECTIVE AGREEMENT

Between:

**CHS LIMITED
(CLINIC, BYRON, TAUNTON, COURTICE)**

-and-

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

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 following four (4) CHS Limited locations: Oshawa (Clinic) Medical Pharmacy, currently located at 117 King St. East, Oshawa; Courtice Medical Pharmacy, currently located at 1450 Hwy #2, Courtice; Taunton Medical Pharmacy, currently located at 1290 Keith Ross Court, Oshawa; and Byron St. Medical Pharmacy, currently located at 320 Byron St. South, Whitby) save and except Manager, pharmacists, department heads, registered technicians, 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.

3.02 Work of the Bargaining Unit

Persons outside the bargaining unit shall not perform duties normally performed by employees in the bargaining unit if such performance directly results in the layoff of or reduction in hours of work for employees in the bargaining unit.

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, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or any other action by reason of age, race, creed, colour, ancestry, ethnic origin, citizenship, sexual orientation, sex, marital status, family status, place of origin, disability, gender identity, gender expression, , nor by reason of his/her membership or non-membership or activity or lack of activity in the Union.

- 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 eighteen (18) 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.

- 4.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article, or any other action taken by the Employer at the request of the Union.

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 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 Employer 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 applicable legislation.
- 6.02 No complaint or grievance shall be considered where the events giving rise to it originated more than fourteen (14) calendar 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 seven (7) calendar 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 seven (7) calendar-days of receipt of such notice.

Step No. 3: Parties' Discussion of Grievance

A discussion between the parties shall be held within seven (7) calendar 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 seven (7) calendar days of this discussion.

Step No. 4

Failing settlement being reached at Step No. 3, the grievor together with the-Union Steward shall submit the grievance to the Regional Director, Operations or her designate within seven (7) calendar days following the completion of Step 3. The Regional Director, Operations or her designate shall convene a meeting within seven (7) calendar 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 seven (7) calendar days of this meeting the Regional Director, Operations must render a decision in writing to the Union.

6.04 The time limits fixed in both the grievance and arbitration procedure are mandatory and may only 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 and the grievance initiated at Step No. 4. 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, may be referred to a single Arbitrator at the written request of either of the parties hereto. Such request must be made within fourteen (14) calendar days of the decision issued at Step 4 of the grievance procedure under Article 6.
- 7.02 The request for Arbitration shall contain a list of three (3) Arbitrators for consideration. The responding party will have fourteen (14) calendar days to either agree with one of the requesting parties' suggested Arbitrators or suggest alternative Arbitrators.
- 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 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's decision shall be final and binding upon the parties and the Employee(s) concerned.
- 7.06 The Arbitrator 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.

7.08 Arbitration Pay Provisions

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

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Discipline Procedure

The Employee shall be notified, in writing, by the Employer, of any discipline imposed, with a copy sent to the Secretary of the Union.

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.

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, unless the Employer determines the Employee must be immediately removed from the workplace based on the underlying infraction or misconduct. 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 must have the assistance of all employees concerned, including witnesses. Reasonable arrangements will be made to permit the Employer to fully investigate the matter and 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, provided the employee remains discipline free during that period.

Any leave of absence of greater than thirty (30) calendar days will not count towards the eighteen (18) month period noted above.

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, with 1560 hours worked as a part-time employee equivalent to one (1) year worked as a full-time employee.

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 for the first ninety (90) calendar days, or 390 hours, worked, of his/her employment, whichever is longer, In no event shall the probation period exceed six (6) months of active employment. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement unless otherwise stated. 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 An Employee shall lose his/her seniority and cease to be employed by the Employer in the event:

- 1) That he/she voluntarily quits or retires from 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 of recall 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 and he/she is able to return with thirty (30) calendar days after receiving the notice.
- 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; but in cases of a leave of absence for a disability, this period shall be twenty-four (24) months regardless of accrued seniority.

- 6) He/she uses a leave of absence for a reason other than the basis for which it was approved, if any.
- 7) He/she fails to report for scheduled work without notifying his/her immediate supervisor for two (2) consecutive shifts unless he/she provides a reasonable explanation in writing which is accepted by the Employer.

9.05 Seniority shall accumulate in the following circumstances only:

- a) When off work due to a disability-for a period of time equal to twenty-four (24) months.
- 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 on at least all Union 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 in accordance with article 10.03.

11.03 Notice to Union

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

- a) Provide to the Union, through the Union Management Committee, notification of the planned layoffs or staff reduction.
- b) Discuss the areas affected, the employees affected, and the duration.

11.04 Rights of Employees Receiving Notice of Layoff

An employee who is provided notice of layoff shall have the right to either:

- a) accept the layoff; or
- b) displace the employee with the least amount of seniority in the same or lower paying classification in the bargaining unit, provided that the displacing employee has the skill, competency, efficiency and ability to perform the remaining work. The employee displaced shall then be laid off.

The decision of the employee to choose (a) or (b) above shall be given in writing to the Pharmacy Manager within 3 five (5) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

All employees who are potentially impacted will be given notice of lay off at the outset of the process.

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, pay in lieu of notice, or combination thereof, at the Employer's discretion, based upon length of service at the date of the layoff, as follows:

- (a) employees who have completed their probationary period 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 and notice 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 Article 10.03 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, shall have the right of recall to the position held prior to the layoff for a period of twenty-four (24) months or the length of the Employee's seniority, whichever is the shorter.
- (b) Notice of recall, 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.
- (a) Any employee who accepts a period of temporary employment shall, at the end of the assignment return to the position previously held, if any are vacant, 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 a laid off employee with recall rights.

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 and the skill, competency, efficiency and ability to perform the remaining work.

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 days of work per week.

12.01 The regular work week shall consist of up to forty (40) hours per week Sunday to Saturday 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 in the classification. Notwithstanding the foregoing, the Employer may decide to schedule part-time employees for a greater number of Saturday and Sunday hours than full-time 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.

b) 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
More than 5 hours but less than 7.5 hours, 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 the classification 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 within the classification 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 in the classification 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 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. Once posted, the schedule shall not be changed without five (5) days' notice in writing on the posted schedule. Should the schedule change include additional hours, those hours will be offered within the classification on the basis of store seniority. If there are no volunteers, the least senior employee in the store in classification shall be required to work the additional hours.

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 full-time 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 prior to the start of the calendar year. It is understood that an Employee may only take one (1) floating holiday prior to June 30th and one subsequent to June 30th of the calendar year.

Employees shall be provided with holiday pay for the above noted holidays, and any other holiday proclaimed by legislation covering the Employees, and float days, in accordance with the *Employment Standards Act*.

- 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, in addition to holiday pay as per Article 13.01, and shall have the option of taking an unpaid day off within the next three (3) months at a mutually agreeable time.
- 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 amongst employees in the classification. Notwithstanding the foregoing, the Employer may decide to schedule part-time employees for more holiday weekend coverage than full-time employees.

ARTICLE 14 - VACATIONS WITH PAY

- 14.01 (a) Full-time Employees shall receive vacation time and pay in accordance with credited service as of December 31st the prior year as follows:

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

- (b) As of January 1, 2023, the above entitlements will increase to as follows:

Less than four (4) years of service	Two (2) weeks – 4%
Four (4) years of service	Three (3) weeks – 6%
Nine (9) years of service	Four (4) weeks – 8%
Fifteen (15) years of service	Five (5) weeks – 10%
Twenty (20) years of service	Six (6) weeks – 12%

- 14.02 a) A part-time Employee shall receive four percent (4%) of his/her gross earnings 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 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 accrued but unused vacation pay.
- 14.05 An Employee shall be entitled to receive his/her vacation in full weeks unless otherwise mutually agreed by the Employee concerned and the Employer.
- 14.06 Vacation pay shall be paid to full-time employees at the same time as the Employee takes their accumulated vacation time. The vacation pay amount shall be itemized on the pay slip. Part-time employees shall be paid vacation pay on each regular pay period.
- 14.07 All vacation requests submitted prior to January 31st shall be approved by seniority. Any requests after January 31st 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 Requests for vacation time and lieu days are subject to approval based on the Employer's operational needs. Requests shall not be unreasonably denied.
- 14.10 An Employee hired during the vacation entitlement year shall have their two (2) weeks of vacation time prorated.
- 14.11 An Employee is not permitted to take vacation time until they have completed their probationary period.

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/or 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 month of November. In the event that the Employee chooses to receive such payment and advised the Employer in November as required, 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 (½) a day shall be deducted as a half (½) day. Absence for a half (½) 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 Doctor for any illness in excess of three (3) working days, certifying that such Employee is or was unable to carry out his/her duties due to illness or injury. 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 a full-time employee is absent from work in excess of four (4) weeks due to illness, the Employer agrees to top-up such employee's wages to ninety-five percent (95%) of his/her average gross weekly earnings for the third (3rd) and fourth (4th) week of absence through a SUB plan. Employees must first exhaust their accumulated sick time, qualify for applicable EI sickness benefits, and provide proof thereof, before any benefits under the SUB plan are payable to the employee. Notwithstanding the above, any and all requirements of SUB plans set by Service Canada and applicable legislation govern the Employer's obligations and SUB plan.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 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.

16.02 **Paid Bereavement Leave**

- a) An Employee shall be granted a leave of absence, to a maximum of five (5) regularly scheduled work days, without loss of pay from regularly scheduled hours of work 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. These entitlements cease two (2) weeks following date of death.
- b) An Employee will be granted a leave of absence to a maximum of three (3) regularly scheduled consecutive work days, without loss of pay from regularly scheduled hours of work 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 from regularly scheduled hours of work 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) or c) 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) 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.

16.03 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, at least one (1) month prior to the commencement of the leave being requested, together with his/her expected date of return.

At such time he/she shall also furnish the Employer 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.

16.04 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 Canadian court or who is required by subpoena to attend a court of law or coroner's inquest in Canada. 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.

16.05 General Leave

An Employee may request a leave of absence without pay and without loss of seniority up to the period described in Article 9.05 when he/she requests such leave for good and sufficient cause. Such request shall be in writing.

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 approved by the Employer 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 approved 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 The Employer shall cover 100% of the premiums for the group benefit plan provided to eligible full-time employees. A summary outlining selected benefit categories and coverages under the plan is set out below.

The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting plan carriers.

Collective Agreement CUPE Local 1823 and Medical Pharmacies Limited

Eligibility

Waiting Period	3 months of continuous employment
Definition of Employee	full-time, permanent, non-seasonal, working at least 30 hours per week
Definition of Spouse	married or common-law after 12 months
Definition of Child	up to age 21 or 25 if full-time student, birth, adopted or step
Survivor Benefit	up to 2 years for Extended Health and Dental

Basic Life and Accidental Death & Dismemberment

Schedule	100% of earnings
Benefit Minimum	not applicable
Benefit Maximum	\$1,000,000
Non-Evidence Maximum	Life: \$850,000, AD&D: \$1,000,000
Reduction Clause	50% at age 65
Waiver of Premium Clause	119 days
Termination Clause	earlier of age 70 or retirement

Dependent Life

Schedule	flat amount
Benefit Amount	
Spouse	\$10,000
Child	\$5,000
Child Benefit Start Age	from birth
Termination Clause	earlier of age 70 or retirement

Optional Life Insurance

Coverage	employee and spouse
Increments	units of \$10,000
Benefit Maximum	\$250,000
Termination Clause	earlier of age 65 or retirement

Optional Accidental Death and Dismemberment

Coverage	employee
Increments	units of \$10,000
Benefit Maximum	\$250,000
Termination Clause	earlier of age 65 or retirement

Collective Agreement CUPE Local 1823 and Medical Pharmacies Limited

Optional Critical Illness

Coverage	
Increments	units of \$10,000 if you apply for coverage within 31 days of becoming eligible you may purchase up to \$30,000 of Optional CI with no medical evidence
Benefit Maximum	\$150,000
Termination Clause	earlier of age 65 or retirement

Long Term Disability

Schedule	67% of the first \$5,000 of monthly earnings, 50% of earnings in excess of \$5,000
Benefit Maximum	\$15,000
Non-Evidence Maximum	\$10,000
All-Source Maximum	80% of monthly earnings
Elimination Period	119 days
Benefit Duration	to age 65
Definition of Disability	own occupation for 2 years
CPP/QPP Offsets	direct
Pre-Existing Conditions Clause	90 days/1 year
Survivor Benefit	3 months
Tax Status	taxable
Termination Clause	earlier of age 65 or retirement

Extended Health Care

Calendar Year Deductible	none
Overall Maximum	\$5,000 per calendar year
Reimbursement	
Drugs	100% - preferred provider, 70% - outside preferred provider
Hospital	100%
Ambulance	80%
Vision Care	100%
Paramedical	80%
Private Duty Nursing	80%
All Other Health	80%

Collective Agreement CUPE Local 1823 and Medical Pharmacies Limited

Drug	
Deductible	none
Dispensing Fee Maximum	none
Pay Direct Drug Card	yes
	generic substitution
Drug Definition	brand name drugs payable with medical evidence approved by the carrier
Smoking Cessation	\$300 per lifetime
Fertility	\$5,000 per lifetime
Erectile Dysfunction	\$1,200 per calendar year
Vaccines	included
Hospital	
Room Type	private
Chronic Care	
Private Duty Nursing	\$5,000 per calendar year
Medical Travel	
Paramedical Practitioners	
Maximum per Visit	reasonable & customary fees
	\$500 per calendar year for: chiropractor, osteopath, podiatrist/chiropractist, massage therapist, naturopath, speech therapist, physiotherapist, acupuncturist, psychologist/social worker/clinical counsellor
Maximum per Year	
Vision Care	
Adult/Child	\$300 per 24 months, plus 1 eye exam per 24 months to a maximum of \$100
Eye Exams Adult/Child	
Contact Lenses for Special Conditions	200 every 24 months
Visual Therapy	\$200 per lifetime

Collective Agreement CUPE Local 1823 and Medical Pharmacies Limited

Out of Country Emergency	100%, \$5,000,000 per lifetime, 60 day trip limitation
Out of Country Referral	50%, \$3,000 per 3 calendar years
Travel Assist	included
Hearing Aids	\$500 every 5 years
Custom Orthotics and/or Orthopedic Shoes	orthopedic shoes: 1 pair per year, maximum of \$250 per calendar year orthotics: \$300 per calendar year
Myoelectric Arm	included
External Breast Prosthesis	\$400 per 2 calendar years
Surgical Bras	\$300 per calendar year
Custom-made Compression Hose	\$250 per calendar year
Intrauterine Devices (IUD)	included
Wigs for Cancer Patients	\$200 per lifetime
Best Doctors	included
Termination Clause	retirement

Dental Care

Calendar Year Deductible	none
Reimbursement	
Basic/Preventative	80% - Basic, Supplementary Basic
Major Restorative	50% - Dentures, Major Restorative
Orthodontics	50%
Accidental Dental Injury	80%
Maximum per Family Member	
Basic/Preventative	\$1,500 per calendar year combined
Major Restorative	
Orthodontics	\$1,500 per lifetime
Accidental Dental Injury	\$5,000 every 12 months
Dental Fee Guide	current year
Recall Examinations	every 9 months
Scaling	6 units every calendar year
Termination Clause	retirement

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

ARTICLE 18 - WAGES

18.01 The Employer shall pay 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 pay 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.
- 18.05 Notwithstanding any other provision in this Agreement, the Employer may, in its sole discretion, recognize an employee's experience prior to being hired by the Employer when placing the new employee on the wage grid set out in Schedule "A". No existing employee in the new employee's store and classification shall be paid at a rate less than the new employee.

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 is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require. Furthermore, the provisions of this Agreement are intended to be gender neutral and gender inclusive.
- 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 "OHS").
- 19.05 The parties agree that "working days" as defined in this Agreement shall be Sunday to Saturday.
- 19.06 It shall be the duty of each Employee to notify the Employer promptly in writing of any change of address, email address or contact phone number. Any notice required by the Employer shall be deemed to be given if sent to the Employee at the last address, email address or telephone number, as the case may be, for which the Employer had notice.
- 19.07 The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff or reduction of hours of any employees other than unscheduled part-time employees results from such contracting out.

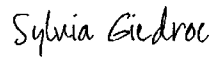
ARTICLE 20 – TERM OF AGREEMENT

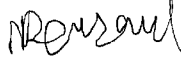
20.01 This Agreement shall remain in force from November 1st, 2021 to and including October 31st, 2026 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

Dated January 26, 2023.

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

Tasha Patterson 

Sylvia Giedroc 

Nisa Persaud 

Daniel Callaghan 

CHS LIMITED

Roy Wieschkowski 

Curtis Warren 

Veneta Anand 

SCHEDULE "A"

Classification	Step	Effective DOR	Effective November 1, 2022	Effective November 1, 2023	Effective November 1, 2024	Effective November 1, 2025
Pharmacy Assistant	Start	\$17.25	\$17.50	\$17.50	\$17.75	\$17.75
	12 months	\$18.77	\$18.77	\$18.77	\$18.77	\$18.77
	24 months	\$20.34	\$20.34	\$20.34	\$20.34	\$20.34
	36 months		\$20.75	\$20.75	\$20.75	\$20.75
	48 months			\$21.16	\$21.16**	\$21.69
Compounder		PA top rate + \$0.25	PA top rate + \$0.25	PA top rate + \$0.25	PA top rate + \$0.25	PA top rate + \$0.25
Cashier		MW + \$0.25	MW + \$0.25	MW + \$0.25	MW + \$0.25	MW + \$0.25
Student*		Student MW or MW	Student MW or MW	Student MW or MW	Student MW or MW	Student MW or MW

MW = Minimum wage

PA = Pharmacy assistant

***Student minimum wage applies to employees less than 18 years old. Regular minimum wage applies to students 18 years old or more.**

Date of Ratification ("DOR") – Lump sum of 2% of previous collective agreement year's wages for all employees

****Lump sum of 2% of previous collective agreement year's wages for all employees at top rate as of November 1, 2024 and all employees employed with the Employer as of date of ratification of this collective agreement.**

LETTER OF UNDERSTANDING

CHS Limited (the “Employer”)

-and-

Canadian Union of Public Employees and its Local 1823-01(the “Union”)

RE: Training for Compounder Classification

The Employer agrees at least one (1) position in the new compounder classification will be posted as per article 10.03 of the collective agreement.

Despite no bargaining unit employees meeting the criteria for the position as set out in article 10.03, the Employer agrees that, on a gratuitous and without prejudice basis, it will provide a training opportunity to the most senior employee who currently performs for the Employer advanced compounding work under the hood who applies for the posted compounder position (the “Applicant”). Specifically, the Employer will cover the cost of a training course to provide the opportunity to the Applicant to obtain the skill, competency, efficiency and ability to sufficiently perform the compounder role.

If paid training is provided to the Applicant, the Applicant and parties agree, as a condition of the paid training being provided by the Employer, the Applicant must obtain the required certification and remain employed with the Employer for at least twenty-four (24) months following becoming fully certified. Should the Applicant fail to do so, the Applicant must repay to the Employer the expense incurred by the Employer for the paid training at a pro-rated amount for every month worked as a fully certified compounder less than twenty-four (24) months.

This amount may be deducted by the Employer from any amounts owing to the Applicant (*e.g.*, outstanding pay, vacation pay, *etc.*).

For example:

- A bargaining unit employee who currently performs for the Employer advanced compounding work under the hood applies for the posted compounder position (the “Applicant”).
- The Employer covers the cost of the training course the Applicant attends to become fully certificated.
- The cost of the training is \$3,600.
- The cost divided over 24 months is \$150 per month.
- The Applicant becomes fully certified and remains employed with the Employer for 12 months following becoming fully certified.
- The Applicant must repay \$1,800 to the Employer (*i.e.*, 12 months at \$150 per month).
- The Employer may deduct from the Applicant up to \$1,800 from any amounts owed.

LETTER OF UNDERSTANDING

CHS 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.

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.

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


The parties agree that the hiring of Registered Technicians will not result in the replacement of an existing bargaining unit employee.

Dated at Oshawa, Ontario this 26th day of January, 2019.

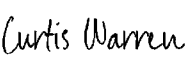
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1823

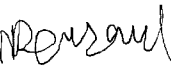
CHS LIMITED

Tasha Patterson 

Roy Wieschkowski 

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Curtis Warren 

Nisa Persaud 

Veneta Anand 

Daniel Callaghan 

LETTER OF UNDERSTANDING

CHS Limited (the “Employer”)

-and-

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


RE: EXTENDED HOURS

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

Dated January 26, 2023.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1823

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LETTER OF UNDERSTANDING

CHS Limited (the “Employer”)

-and-

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

RE: POSTING OF HOLIDAY WEEKENDS


Since the Oshawa (Clinic) Medical 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 January 26, 2023.

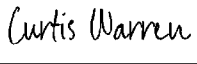
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LETTER OF UNDERSTANDING

CHS Limited (the “Employer”)

-and-

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


RE: ARTICLE 12 – HOURS OF WORK

Friday closing shifts, 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 closing shifts and Saturday shifts together, as possible.


Dated January 26, 2023.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1823

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