

THIS AGREEMENT made and entered into this **25<sup>st</sup>** day of **April**, A.D. **2019**.

BETWEEN:

**MCKESSON CANADA CORPORATION**, a body corporate, incorporated under the laws of Canada with head office in St. Laurent, Quebec, carrying on a branch business in the Province of Saskatchewan, hereinafter referred to as the "Company",

OF THE FIRST PART

- and -

**THE SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**, hereinafter referred to as the "Union",

OF THE SECOND PART

Expires December 31, 2021

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Article 1 – Purpose

1.01 It is the purpose and intention of this Agreement to maintain a harmonious relationship between the Company and its employees and provide for hours of work, wages and conditions of employment and to provide for an amicable method of settling disputes, grievances and complaints which may arise between the parties hereto and to promote efficient operation.

Article 2 – Clarification of Terms

2.01 The use in this Agreement:

- (a) of the words "he", "his" or "him" shall be construed to include the feminine gender unless otherwise stated,
- (b) of the word "employee" or "employees" shall mean any person or persons covered by this Agreement.

Article 3 – Bargaining Agency

3.01 The Company agrees to recognize the Union as the sole bargaining agency for the employees employed at McKesson Canada Corporation, in or in connection with its place of business located in Regina, with the following exceptions: **Director of Operations, Operations Supervisor, Administrative Assistant, Regulatory Officer**, Inventory Control Supervisor, and any other employees who may be excluded by order of the Labour Relations Board or by mutual agreement of the parties hereto.

3.02 The Company further agrees that the Union may have the assistance of a full-time paid representative of The Saskatchewan Joint Board, Retail, Wholesale and Department Store Union in any negotiations or discussions between the parties to this Agreement.

3.03 The Union agrees to select or appoint a bargaining committee for negotiating a Collective Bargaining Agreement, the members of which shall be employees of the Company. Further, the Union agrees that operational needs will be taken into account when arranging negotiation sessions and that the Company will be advised of the names of committee members three weeks prior to negotiating sessions. The Company agrees to ensure that up to three (3) employees, (one from each shift), shall not suffer any loss of pay by reason of time spent at negotiations and where one of those employees is a night shift employee, he will be granted a leave of absence for the shift preceding negotiations.

3.04 Neither party shall discriminate in any manner because of Union membership or non-membership, or because of race, colour, creed, age, sex, religion, marital status, family status, sexual orientation, gender identity, disability, ancestry, nationality, place of origin, or receipt of public assistance.

- 3.05 The Company agrees to provide notice boards in suitable locations that may be used by the Union for proper Union purposes.
- 3.06 No person outside the bargaining unit shall perform bargaining unit work except in the case of an emergency, training or by mutual agreement with the union. An emergency is defined as any occurrence that could not be reasonably predicted.**

#### Article 4 – Management

- 4.01 The management of the Company and the direction of the working force including, without limiting the foregoing, the right to hire, suspend or discharge for just cause, to assign to jobs, to promote, to demote, to transfer employees, to determine the product or products to be handled, the processes and means of handling, are vested exclusively in the Company, subject to the provisions of this Agreement.

#### Article 5 – New Occupational Classification

- 5.01 Classification titles and rates of pay applicable thereto for any new classifications or positions that may hereafter be established and reclassification of jobs, shall be subject to negotiation and agreement between the Company and the Union. In the event that the parties are unable to agree upon the wage rate to be established, the Company may set the wage rate and the Union may, if it so desires, submit the dispute to the grievance and arbitration procedure as provided for in this Agreement. When the matter is resolved, a supplementary Agreement shall be executed in respect of any such new positions or reclassification of jobs.

#### Article 6 – Safety and Health

- 6.01 The Company shall make all reasonable provisions for the safety and health of the employees during working hours and the Union may, from time to time, bring to the attention of the Company any suggestions in this regard and also any other suggested improvements regarding conditions of work. Such recommendations shall be subject to negotiations between the Company and the Union.
- 6.02 The Occupational Health and Safety Act and all regulations and standards promulgated under that Act shall constitute a minimum acceptable practice with respect to all employees covered by this Agreement, except where improved standards are agreed to by the Joint Occupational Health and Safety Committee or negotiated with the Union.
- 6.03 Upon giving fourteen (14) days' notice in writing, employee members of the Occupational Health and Safety Committee shall be granted necessary time off work with pay to attend seminars sponsored by the Occupational Health Division of the Department of Labour. Provided that this Clause shall apply to not more than two (2) employees and not more than one (1) employee shall be absent from work at the same time for the purpose of attending such seminars and no employee shall be absent for such purpose from June 1st to August 31st in any year; provided further that the Company shall be

required to pay not more than fifteen and one-half (15 1/2) hours' pay yearly to any employee attending seminars under this Clause.

#### Article 7 – Employees' Privileges

7.01 Any present concessions or privileges in effect for the benefit of the employees shall remain in effect for the duration of this Agreement, unless terminated pursuant to negotiations between the Company and the Union.

#### Article 8 – Union Membership

8.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

#### Article 9 – Deduction of Union Dues

9.01 Upon request in writing of any employee, and upon request of the Union, the Company shall deduct Union dues from the wages due to each employee and shall remit same to the person designated by the Union on or before the 25th day of each month. The Company shall furnish the Union each month with a written list of:

- (a) names of employees from whom deductions have been made;
- (b) names of all employees who are hired, laid off or who have terminated employment;
- (c) home addresses of all new employees hired and any changes in home address of all other employees who are members of the Union, as supplied to the Company by the employees.

#### Article 10 – Promotions, Vacancies and Seniority

10.01 **Full time and part time seniority shall be defined as the length of service in the bargaining unit and shall be set on the date the employee last enters the service of the Company.** Seniority shall operate on a bargaining unit wide basis.

10.02 New employees shall be on probation for a period of ninety (90) calendar days. A probationary employee whose services have been terminated by the Company during the probationary period shall not have recourse under the grievance procedure in Article 11 of this Agreement. After completing the probationary period, a probationary employee shall be a regular employee and his seniority date shall be retroactive to his last date of hire.

10.03 (a) Vacancies and positions coming within the scope of this Agreement shall be filled on the basis of seniority provided the senior applicant has reasonable qualifications and sufficient ability. Permanent and part-time vacancies shall be posted on a bulletin board for five (5) working days before being filled. The Shop Steward shall be notified one day in advance of promotions or vacancies filled within the provisions of this Section, and in addition, the Shop Steward shall be notified of the names of all applicants for positions or vacancies. In the event of the absence of an employee during the aforesaid period of five (5) working days, the Union may make application on behalf of such absent employee for any vacancy or position posted as aforesaid.

(b) Where the Company receives confirmation that an employee holding a senior position will be absent for forty (40) working days or more due to accident, illness or a leave of absence, the employee's position shall be posted on a temporary basis. When such employee returns to work the employee filling the temporary position shall return to their previous position.

Temporary job postings for senior positions shall be reposted and made permanent if after two (2) years the incumbent employee has not returned to work and there is no reasonable expectation of the employee returning to work.

All temporary positions of less than forty (40) working days shall be filled on the basis of seniority provided the senior employee has reasonable qualifications and sufficient ability.

**(c) The Company agrees to assess Part-time positions in terms of creating Full time positions, on a quarterly basis.**

10.04 An employee transferred or promoted to a new position shall be allowed a maximum qualifying period of sixty (60) days. If the employee is not suited to the new job or cannot adapt himself to the new work, the Company may at any time revert the employee to his former position. The employee may at any time during the qualifying period, voluntarily revert to his former position without loss of seniority or other rights. In the event of reversion by the Company, an employee shall have recourse to the grievance procedure.

10.05 Seniority of an employee shall be broken when:

(a) dismissed by the Company for just cause and is not reinstated;

- (b) voluntarily leaves the service of the Company;
- (c) fails to report for work within seven (7) days of the date of notification on recall after layoff or after leave of absence;
- (d) has been laid off and not re-hired within twelve (12) months of such layoff;
- (e) is absent due to a non-occupational accident or illness for a period exceeding two (2) years and there is no reasonable expectation of the employee returning to work based on medical documentation.

10.06 When reducing staff, employees with the longest period of seniority, reasonable qualifications and ability being sufficient, shall be retained. Employees laid off on account of reduction of staff shall be returned to service in order of seniority, reasonable qualifications and ability being sufficient for the work to be resumed. If an employee is absent from work because of sickness or accident, he shall not lose seniority rights.

10.07 (a) When the Company wishes to recall an employee who has been laid off on account of reduction of staff, it shall notify such employee by registered letter addressed to his last known address. The employee concerned must reply in person, or in writing by electronic mail or by fax, within seven (7) days of the sending date of the Company's letter, stating his acceptance or refusal of the employment offered. Refusal or failure to reply on the part of the employee within the time limit of seven (7) days shall result in loss of all seniority rights under this Agreement provided, however, should the employee give good and sufficient reason within the above-mentioned period why he cannot accept, he shall be notified of the next vacancy.

(b) It is also agreed that in order for the employees to benefit by this clause, they shall leave their address with the Company and the Union and notify both parties of any change of address thereafter.

10.08 The Company will give the employees written notice, or pay in lieu of notice, as set out herein in case of discharge or lay off, except when an employee is discharged for just cause. Copies of such notices shall go to the Union, and if the Union so requests in writing, the Company will meet and discuss the matter with the Union.

It is understood that the following notice provisions will also apply where an employee is designated by the company to move to another shift or from full time to part time status.

- one week written notice if his period of employment is less than one year;
- two weeks written notice if his period of employment is one year or more but less than three years;

- four weeks written notice if his period of employment is three years or more but less than five years;
- six weeks written notice if his period of employment is five years or more but less than ten years;
- eight weeks written notice if his period of employment is ten years or more.

10.09 The Company agrees within thirty (30) days after the signing of this Agreement to prepare a list of all employees covered by this Agreement, showing their job classifications, company start date, and their seniority. Employees entering employment on the same date shall be placed in the seniority list in alphabetical order. This list shall be posted in places accessible to all employees and a copy supplied to the Union. Any corrections shall be shown on a supplementary sheet. The list showing employees' job classifications and seniority shall be amended every three (3) months as may be necessary.

#### Article 11 – Grievance Procedure

11.01 The Union agrees that it will not cause a strike or slow-down and the Company agrees that it will not cause a lockout during the term of this Agreement.

11.02 The Union agrees to select or appoint a Grievance Committee, not exceeding three (3) in number, no more than two (2) of whom will be involved in any grievance meeting. The members of the Grievance Committee shall be regular employees of the Company, and the Union agrees to keep the Company informed of the names of members. An aggrieved employee shall not act as a member of the Grievance Committee at any time during the settlement of his grievance.

11.03 The Union or any employee who has a complaint or grievance shall submit the grievance or complaint in writing within ten (10) days of the time when the employee knew or reasonably should have known of the occurrence giving rise to the grievance. A copy shall be supplied to the Company.

11.04 The procedure for adjustment of complaints, disputes and grievances shall be as follows:

- (a) By a discussion between the Shop Steward and the employee's immediate superior authorized by the Company to deal with complaints, disputes and grievances of employees. The authorized representative of the Company shall give a written decision on the matter within three (3) working days. If a satisfactory settlement is not reached, then
- (b) The complaint, dispute or grievance shall be dealt with by the Grievance Committee of the Union and the Distribution Centre Manager. The Distribution Centre Manager shall give a written decision on the matter within seven (7) working days. If a satisfactory settlement is not reached, then



- (c) On request of either party, the matter shall be submitted to a Board of Arbitration as provided under Article 12.
- 11.05 In the discussion of complaints, disputes and grievances and collective bargaining negotiations, the Union may at any time be accompanied by a full-time paid Representative of the Saskatchewan Joint Board, Retail, Wholesale and Department Store Union.
- 11.06 All negotiations with respect to complaints, disputes and grievances shall be dealt with during regular working hours, and no employee or employee's representative shall suffer any loss of pay. No unnecessary time will be taken in negotiating of grievances and disputes.
- 11.07 Where an employee has been improperly dismissed, laid off, or demoted, or has failed to receive a promotion or transfer to which he is entitled under the provisions of this Agreement and it is later established that such dismissal, lay off or demotion or any promotion or transfer to which he is found to be entitled was not made in accordance with the provisions of this Agreement, he shall, unless the Company and the Union or the Arbitration Board, hereinafter referred to, decide otherwise, immediately be granted his proper status in all respects and shall be compensated for the loss of all wages occasioned by reason of such dismissal, lay off or demotion or by failure to receive such promotion or transfer.

#### Article 12 – Arbitration

- 12.01 Any dispute, grievance or complaint which cannot be settled by the representative of the Company and the Union under Article 11.04 (a) and (b) may be referred in writing within fifteen (15) working days of receipt of the written decision of the Distribution Centre Manager under Article 11.04 (b) to a single arbitrator to be mutually agreed upon by the parties. If agreement cannot be reached with respect to the appointment of an arbitrator, the parties shall request the Chair of the Labour Relations Board to appoint an arbitrator. The parties may agree to refer the grievance to an Arbitration Board and each party will appoint one member of the Board and the Chairman will be appointed as above.
- 12.02 After the arbitrator has been appointed, he shall meet and hear the evidence of both sides and make a decision as soon as possible after the completion of the hearing. In reaching his decision, the arbitrator shall be governed by the provisions of this Agreement and shall not have the power to change, modify or alter any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
- 12.03 The Company and the Union agree to bear an equal share of the expenses incurred, if any, by reason of the employment of the arbitrator.

### Article 13 – Statutory Holidays

13.01 The following days shall be considered holidays for which the employee shall be paid regular wages without being required to work:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

and any other days proclaimed as holidays by Federal or Provincial authorities or any day observed by the Drug Wholesalers in Saskatchewan and designated as a holiday by the Company.

13.02 Statutory holidays shall be observed on days other than calendar date when so proclaimed by Federal or Provincial authorities.

13.03 For employees assigned to work other than day shift, unless otherwise mutually agreed to by the Company and the Union, statutory holidays shall be observed in accordance with the following schedule:

- (a) Where the statutory holiday is proclaimed by government jurisdiction to fall on any day Monday through Saturday, the holiday shall be observed on the employee's regular work day immediately preceding the proclaimed day.
- (b) Where the statutory holiday is proclaimed by government jurisdiction to fall on a Sunday, the holiday shall be observed on the proclaimed day.

13.04 Should any employee be required to perform work on the day in which the holiday is to be observed, he shall receive, in addition to his regular pay for that day, had it not been a holiday, one and one-half times the regular rate of pay for all hours worked.

13.05 Should any holiday occur in a week, the work week shall be reduced by the length of the normal shift for each such holiday. Employees working in excess of the reduced hours in such a week shall be paid, in addition to their regular wages for that week, one and one-half times the regular rate for all hours worked in excess of the reduced hours.

### Article 14 – Annual Vacations

14.01 Vacation entitlement is based on an employee's continuous service as of May 1<sup>st</sup> each year. In an employee's first year, vacation shall be prorated from the employee's start date to May 1<sup>st</sup>.

- (a) After one (1) year of service, three (3) weeks annual vacation with pay at his regular rate of pay or 3/52nds of the employee's total earnings;
- (b) After eight (8) years of service, four (4) weeks annual vacation with pay at his regular rate of pay or 4/52nds of the employee's total earnings;
- (c) After **fourteen (14)** years of service, five (5) weeks annual vacation with pay at his regular rate of pay or 5/52nds of the employee's total earnings.
- (d) After forty (40) years of service, six (6) weeks annual vacation with pay at his regular rate of pay or 6/52nds of the employee's total earnings.

14.02 If the employment of any employee is terminated at any time, the Company shall pay to him vacation pay to the date of termination calculated in accordance with Article 14.01.

14.03 When a holiday falls within an employee's annual vacation, such employee shall be granted one (1) additional day's vacation with pay or pay in lieu of such additional day, the additional day to be given either at the beginning or end of the ordinary vacation period, at the option of the Company, or another day mutually agreed upon by the employee and the Company.

14.04 (1) **All employees shall select their vacation dates in order of date of hire and said selections shall be made before April 15th of each year. The vacation year will fluctuate with payroll cycles but will be set prior to vacations being booked for the year. In general terms, the vacation year will begin within a week of May 1<sup>st</sup> and end within a week of April 30<sup>th</sup> the following year.** The Company shall make the vacation schedules available to the employees **the first full week in January** of each year. **Each employee's time to choose in all rounds will be one (1) business day with exceptions of illness, accident or death in the family; where reasonable attempts will be made to contact such employee. If an employee is away for other reasons, such employee shall leave possible selections or contact information with management. If reasonable attempts to make contact with said employee cannot be made, the employee will select upon the soonest available opportunity.**

(2) **Round One: Six (6) employees (3 days and 3 nights on separate vacation schedules), may be on vacation at any one time.** All employees shall have the opportunity to select up to **four (4) weeks of vacation, only two (2) weeks of which shall fall between the first full week of July to the last full week ending August 31<sup>st</sup> and the weeks including Christmas/New Years. Any week that has a statutory holiday in it or observed in it will be scheduled in full week increments. All weeks in Round One shall be scheduled in full week increments, Monday to Friday or Sunday to Thursday; whichever is applicable.**

(3) **Round Two:** When all employees have completed their initial selection of vacation time in Round One, the employees shall select their remaining entitlements in order

of **their date of hire** on any dates not previously selected.

- (4) When an employee requires a change in the posted vacation schedule after April 15<sup>th</sup>, a written notice must be presented to the Company **two (2) weeks in advance, unless mutually agreed between the Company and the Union.**
- (5) The **vacation schedules** shall be posted **in a common area and updated as required.**

14.05 If an employee qualifies for bereavement leave in accordance with Article 15.04 or in the event of serious illness or accident to the employee which prevents him/her from attending work during the period his/her vacation has been scheduled and/or which required hospitalization, there shall be no deduction from vacation credits for the period of illness/hospitalization if the employee provides a medical certificate covering the period during which the vacation was displaced. The period of vacation so displaced shall be taken at a later date mutually agreed to by the employee and the employer.

#### Article 15 – Leave of Absence

- 15.01 (a) An employee may request a leave of absence for educational purposes. To be considered for an educational leave of absence, the employee must have completed at least two (2) years of service. The leave must be requested at least two (2) weeks prior to the commencement of such leave.
  - (b) Up to two (2) employees at any one time shall be granted an educational leave of absence. If additional employees request an educational leave of absence, the approval shall be at the Company's discretion. Such leave shall be without pay and up to a maximum period of one (1) year. Approval for an educational leave of absence shall be considered on a first-come first-serve basis.
  - (c) After an educational leave of absence is approved, the employee shall be required to submit proof of the course registration. Employees shall not accrue seniority during such leave.
- 15.02 Leave of absence for two employees at any one time shall be granted without pay, without loss of seniority or loss of any other rights or privileges for a period up to twenty-one (21) days at any one time for the transaction of Union business, provided such leave of absence does not interfere with the business of the Company. Before such leave of absence takes place, written notice of not less than three (3) days shall be given to the Company for desired leave of absence up to and including three (3) days and notice of not less than seven (7) days shall be given for desired leave of absence in excess of three (3) days.
- 15.03 Leave of absence may be granted to an employee for purposes of serving as a full-time Union Officer. Such leave of absence may apply to not more than one (1) employee at

any one time and shall not exceed a period of one (1) year. The leave of absence shall be without pay, or any other benefit of employment and the employee involved shall not accumulate seniority while on such leave. Notwithstanding the foregoing, the Company agrees to continue the employee's participation in its Group Life and pension plans on the understanding that the full contribution to each plan is paid by the Union.

15.04 Female employees shall be entitled to maternity leave, without pay and without loss of seniority, as provided by the **Saskatchewan Employment Act**, which provides for eighteen (18) weeks' leave, commencing any time during the twelve (12) weeks preceding the estimated date of birth, unless otherwise provided by the Act, except as follows:

- (a) the provisions of the said Act shall apply regardless of the length of time that a female employee has worked for the Company;
- (b) an employee on maternity leave must give to the Company at least two (2) weeks' notice of her intended date of return to work;
- (c) upon receipt of notice to return, the Company will make every effort to accommodate the employee in the same or comparable work to that which she performed prior to the leave of absence. In the event such work or comparable work is not available, the employee will be placed in a position in which she is capable of performing and shall have first opportunity of returning to her former job classification when work is available;
- (d) during the authorized period of maternity leave of absence, the job may be filled on a temporary basis.

15.05 An employee with seniority shall be entitled to parental leave, without pay and without loss of seniority, as provided by the **Saskatchewan Employment Act** and **Employment Insurance benefits**. **The employee may choose either a standard leave or an extended leave as indicated below:**

- (a) not more than **thirty-five (35) consecutive weeks within a twelve (12) month period** in the case of an employee who is entitled to maternity leave or adoption leave, **or**
- (b) **not more than sixty-one (61) consecutive weeks within an eighteen (18) month period in the case of an employee who is entitled to a maternity or adoption leave, or**
- (c) not more than thirty-seven (37) consecutive weeks in the case of an employee who is not entitled to maternity leave or adoption leave.

An employee with seniority shall be entitled to adoption leave, without pay and without loss of seniority, as provided by the **Saskatchewan Employment Act**. The

**Saskatchewan Employment Act** provides for not more than eighteen (18) weeks commencing on the day the child becomes available for adoption.

- 15.06 Where death occurs within the immediate family of the employee or the employee's spouse, the Company shall grant up to five (5) working days off with pay. Immediate family is defined as mother, father, sister, brother, spouse (including common law), children, grandparents, and grandchildren. Any leave granted must be taken within the period commencing one week before and ending one week after the funeral relating to the death in respect of which the leave is granted.

Requests for time off up to a maximum of five (5) working days off with pay, regarding the death of an immediate family member not defined above, may be submitted to the **Director of Operations** for consideration.

- 15.07 Employees may request an unpaid compassionate leave of absence of up to eight (8) weeks to provide care and support for a gravely ill family member at risk of dying within 26 weeks. Employees must submit confirmation that an application for Employment Insurance benefits has been approved.

- 15.08 When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while so serving. The amount paid by the employer shall be the difference between the employee's normal salary and the indemnity paid by the court. Such employee shall report for work for his normal working hours during which he is not required to serve as a juror or witness.

- 15.09 A request by an employee for a personal leave of absence without pay and for good reason will receive the full consideration of the Company providing the employee has completed one (1) full year of service. The period of leave is not to exceed three (3) months and seniority will not accrue during the absence. Application for such leave shall be made in writing to the **Director of Operations** at least **four (4)** weeks, or as soon as reasonably possible, prior to the date the leave is desired to commence.

Employees must use all outstanding vacation prior to this personal leave of absence. A maximum of one personal leave of absence per two (2) calendar year period will be considered.

All requests shall be dealt with on an individual basis. If the request is denied, the employee and the union shall be so advised in writing as to the reason(s) for the denial.

#### Article 16 – Rest Periods

- 16.01 Employees shall be allowed a fifteen (15) minute rest period approximately midway of each half shift worked, under circumstances mutually agreed upon. The Union shall cooperate with the Company in every way possible to bring about observance of this clause with the least possible interference with the Company's business.

16.02 If it is expected that overtime in excess of two (2) hours will be worked, there shall be a fifteen (15) minute rest period after the regularly scheduled workday and an additional fifteen (15) minute break before every subsequent two (2) hours worked thereafter.

#### Article 17 – Hours of Work

17.01 The regular hours of work for all employees shall be thirty-eight and three-quarters (38 3/4) hours per week, seven and three-quarters (7 3/4) hours per day:

- (a) for day shift employees, Monday to Friday inclusive, between 6:00 a.m. and 4:00 p.m.
- (b) for night shift employees, Sunday to Thursday inclusive, between 9:00 p.m. and 8:15 a.m.
- (c) for afternoon shift/evening shift employees, Sunday to Thursday inclusive, between **6:00** p.m. and **4:00** a.m.
- (d) The Company will endeavour to meet Saturday customer requirements through the use of part-time employees as operationally feasible until business volume necessitates posting of a regular Tuesday through Saturday work shift. The selection of employees for such work shift shall be filled in accordance with Article 10 of this Agreement. In the event that insufficient applications are received for this Tuesday through Saturday shift, then the shift of junior employees may be changed with proper notice.

17.02 The regular work day shall be in consecutive hours except for a lunch period of thirty (30) minutes for all employees.

17.03 The Company, after discussion with the Union Committee, agrees to post the actual starting and quitting hours schedule, including lunch period, for each employee, in a common area visible to all. Hours and work schedules may be changed from time to time; however, the Company agrees to give at least forty-eight (48) hours notice of any change that is not a consequence of lightning or flooding. Changes to the posted schedule shall be discussed with the affected employees.

17.04 All shifts outside of the day shift shall be paid a premium for each hour of his shift of **one dollar and five cents (\$1.05)** per hour.

17.05 The Company agrees that part-time employees will be scheduled in a manner that is fair and equitable. Part-time employees will not be scheduled in a manner that is disciplinary or discriminatory.

17.06 In the event that two shifts overlap and during the overlap period there are more employees in a classification than required, the senior employee in that classification shall be the person to perform their normal job.

### Article 18 – Overtime

- 18.01 (a) The parties acknowledge the necessity to work overtime and that employees may be required to work overtime in excess of the regular hours of work as defined in Article 17.01.
- (b) When overtime is required, the Company agrees to provide employees with a minimum of **two (2)** hour of advance notice. Where the Company provides less than **two (2)** hour of notice, overtime shall be voluntary.
- (c) Overtime required on an employee's regular days off shall be voluntary.
- (d) Overtime shall first be offered to the senior employee consecutive with their shift provided such employee has reasonable qualifications and sufficient ability for the work to be performed. All other overtime shall be offered based on overall seniority.
- 18.02 Overtime at the rate of one and one-half (1 1/2) times the regular rate shall be paid all employees for all hours worked in excess of seven and three-quarters (7 3/4) hours in any one day or in excess of thirty-eight and three-quarters (38 3/4) hours in any one week, as set out in Article 17. Double the regular rate of pay shall be paid for all overtime in excess of two (2) hours in any one day and for all hours worked on Sunday; unless Sunday is part of an employee's regular shift as set out in Article 17.01. If an employee is called upon to work overtime other than on his regular day of work, he will be guaranteed three (3) hours of work.
- 18.03 Employees shall not be required to take time off regular hours of work to avoid payment of, or in compensation for, overtime work.

### Article 19 – Wage Rates and Classifications

- 19.01 Job classifications and minimum hourly wage rates for such classifications shall be as set out in Appendix "A" annexed to and forming a part of this Agreement, and shall be effective as of the effective date set out in the Appendix.
- 19.02 Any employee required to temporarily fill a position paying a higher rate of pay shall receive the higher rate of pay established for the classification calculated in fifteen (15) minute increments, starting with the first full hour he fills such a position. If an employee is required to temporarily fill a position paying a lower rate of pay, his rate shall not be reduced. If an employee's job on Saturday encompasses a number of classifications, he shall be paid at the rate applicable to the highest classification.
- 19.03 An employee promoted to a position in a higher pay rate than his current position (other than on a temporary basis) shall receive an increase in pay at least equal to one full



increment in his current range, or shall move to the top of the new range, whichever is the lesser.

- 19.04 Part-time employees shall be paid in accordance with their job classification and rate of pay established in Appendix "A".
- 19.05 Payment of wages and overtime pay shall be paid on the Company's time. When a pay day falls on a day other than a regular working day, payment shall be made on the preceding working day. A completely itemized statement indicating rates of pay, overtime pay, and specific deductions shall accompany each pay stub.

#### Article 20 – Discipline and Termination

- 20.01 The Company shall advise an employee of his/her right to have a shop steward present at any discipline meeting or any meeting that may lead to discipline.
- 20.02 Except when an employee is discharged for just cause, in the event of termination of employment, an employee shall receive severance pay equal to one (1) week's pay for every year of service to a maximum of thirty-five (35) weeks' pay. For the purpose of this sub-section, the word "termination" means final severance of employment without any right of recall and shall not be deemed to include termination for cause, voluntary termination of employment or lay off pending recall. However, if an employee is discharged and subsequently reinstated, he may choose to receive severance pay rather than accept reinstatement.
- 20.03 Warning letters over two years old used to discipline employees shall be removed from the employee's file at the rate of one letter every six months provided that no additional warning letters are placed on an employee's file during each six month period of time. It is agreed that for the purpose of implementing this procedure, the first six month period will run from July 1, 1983 to December 31, 1983.

#### Article 21 – Clothing

- 21.01 Parkas will be provided to shippers and receivers at the Company's expense. The Company will agree to pay the cost of one pair of safety shoes each year for every employee required to wear same in its warehouse, to a maximum total cost of **\$130.00; (\$150.00 effective 2020 and this amount shall be paid to every employee at the beginning of the year and each subsequent year)**. The specific shoe must be CSA approved. The Company will agree to reimburse, upon proof of payment, the cost of coveralls to be used at work, to a maximum reimbursement of \$60.00 per year.

Article 22 – Sick Leave

- 22.01 Where an employee is unable to report for work due to illness or injury it shall be the employee's responsibility to notify their supervisor as soon as possible. The employee shall report the absence directly to their supervisor by calling the company designated telephone number. Where circumstances prevent direct communication between the parties, the employee shall leave a **voicemail** advising of the reason for the absence and a telephone number where the employee can be contacted.
- 22.02 Every employee covered by this Agreement shall accumulate sick leave on the basis of one and one-half (1 1/2) days for each month of employment commencing as at the first day of April 1978.
- 22.03 Employees will be allowed to accumulate sick leave to a maximum of seventy (70) working days. An employee shall be allowed two (2) days off with pay **or pay in lieu (to be paid in May) at the discretion of the Employee prior to the scheduling of the new vacation planner**, if the following conditions are met:
- (a) An employee must have seventy (70) sick days accumulated at the end of any contract year.
  - (b) An employee must not use in excess of four (4) sick days in the following contract year.
  - (c) An employee will then be eligible for the two (2) days off with pay during the contract year following the period referred to in (b) above.
  - (d) Employees who have accumulated seventy (70) sick days at the beginning of a contract year and do not use in excess of four (4) sick days during that contract year will have their seventy (70) sick days restored at the beginning of the next contract year.
- 22.04 The Company may request a doctor's certificate as proof of illness when an employee is absent in excess of two (2) consecutive work days. The Company may also request a doctor's certificate if there is a demonstrated pattern of absenteeism or suspicious circumstances surrounding the absence.
- 22.05 Employees, during the probationary period set forth in Article 10.02, shall not be entitled to receive benefits under this Article; however, such employees shall upon completion of the probationary period, be credited with sick leave days accumulated from the date of hire.
- 22.06 The Company agrees to bear the costs of any medical examination that it requires of an employee.

22.07 Employees shall be entitled to use paid sick leave to attend to any personal medical appointments. Employees shall provide as much notice as is reasonably possible for such appointments.

#### Article 23 – Medical Plan

23.01 Effective February 1, 1996, the Company agrees to provide their corporate Medical Plan, Enriched option, to all employees. Full time employees and part time employees are eligible to join after ninety (90) calendar days. The employees agree to cost share the premium of this plan with the Company on the following basis:

Company	-	80 %
Employees	-	20 %

Any changes in benefits or premiums on a corporate-wide basis will be applicable during the term of the Agreement. However, the Company agrees to notify the Union well in advance of any such changes becoming effective.

Effective April 1, 2008 employees will be provided with a “pay direct” prescription drug card. Transition to the drug card is intended to replace the “mail in” reimbursement process with “point of purchase” claims processing. There will be no cost to employees as a result of this change.

#### Article 24 – Long Term Disability Plan

24.01 Effective January 1, 1997, the Company agrees to provide their corporate Long Term Disability Plan to all employees. Full time employees and part time employees are eligible to join after ninety (90) calendar days. The employees agree to cost share the premium of this plan with the Company on the following basis:

Company	-	75 %
Employees	-	25%

Any changes in premiums on a corporate-wide basis will be applicable during the term of the Agreement. However, the Company agrees to notify the Union well in advance of any such changes becoming effective.

#### Article 25 – Group Life Insurance Plan

25.01 The Company agrees to provide their corporate Group Life Insurance Plan to all employees. Full time employees and part time employees are eligible to join after ninety (90) calendar days. The employees agree to cost share the premium of this plan with the Company on the following basis:

Company	-	75 %
Employees	-	25%

Any changes in premiums on a corporate-wide basis will be applicable during the term of the Agreement. However, the Company agrees to notify the Union well in advance of any such changes becoming effective.

#### Article 26 – Duration of Agreement

26.01 This Agreement shall be effective from the **1<sup>st</sup> day of January, A.D. 2019** and shall remain in force until the 31<sup>st</sup> day of December, A.D. **2021** and thereafter from year to year, but either party may, not less than thirty (30) days nor more than sixty (60) days before the expiry date of this Agreement, give notice to the other party in writing to terminate such Agreement or to negotiate a revision thereof.

## Appendix A – Wages & Classifications

**All employees hired on or after April 1, 2011:**

### **January 1, 2019**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>
<b>Warehouse/ Office Clerk Junior</b>	\$ 17.47	\$ 24.96	\$ 29.05

### **January 1, 2020**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>
<b>Warehouse/ Office Clerk Junior</b>	\$ 17.47	\$ 25.65	\$ 29.85

### **January 1, 2021**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>
<b>Warehouse/ Office Clerk Junior</b>	\$ 17.47	\$ 26.36	\$ 30.67

**All employees hired prior to April 1, 2011:**

	<b>January 1, 2019</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>
<b>Warehouse/ Office Clerk Junior</b>	\$ 29.05	\$ 29.85	\$ 30.67
<b>Warehouse/ Office Clerk Senior</b>	\$ 29.47	\$ 30.28	\$ 31.11
<b>Shipper/Receiver</b>	\$ 29.73	\$ 30.55	\$ 31.39
<b>Cost Clerk</b>	\$ 29.56	\$ 30.37	\$ 31.21

### Classifications

OFFICE CLERK JUNIOR - Includes: File, Mail and Credit Clerk, Data Processing Clerk Junior

OFFICE CLERK SENIOR - Includes: Accounts Receivable Clerk, Accounts Payable Clerk, Order Entry Clerk, Receptionist/Order Entry Clerk, Data Processing Clerk Senior, Customer Service Clerk

WAREHOUSE CLERK JUNIOR - Includes: Order Picker

WAREHOUSE CLERK SENIOR - Includes: Assistant Receiver, Returns Clerk, Narcotics Order Picker, **Quality Assurance**, Line Starter/Order Picker, **Shelf Filler**, **Janitor**, Forklift Operator, **Inventory Control Clerk**, **Invoice Clerk**

**Note: The parties agree that the Forklift Operator will only be a posted position on the day shift and one on the night shift, as defined in Article 17.01 (a). The Forklift Operator duties on other shifts are governed by Article 19.02.**

## **Appendix B – Dental Trust Fund**

On behalf of the employees, the Company agrees to make a direct contribution to the “Saskatchewan Retail, Wholesale and Department Store Union Employees’ Dental Benefit Trust Fund” in accordance with the following schedule:

<u>Date</u>	<u>Contribution Per Week</u>	<u>Contribution Per Hour</u>
<b>January 1, 2018</b>	<b>\$14.73</b>	<b>\$0.38</b>
<b>May 3, 2019</b>	<b>\$15.48</b>	<b>\$0.40</b>
<b>January 1, 2020</b>	<b>\$15.89</b>	<b>\$0.41</b>
<b>January 1, 2021</b>	<b>\$16.28</b>	<b>\$0.42</b>

For employees scheduled to work less than the regular hours of work outlined in Article 17.01, the Company's contribution shall be calculated on the basis of the contribution per hour for each straight-time hour the employee is scheduled to work.

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

The Trust Fund will be administered by a Board of Trustees, and the Secretary to be appointed from the opposite side.

The Trustees shall appoint a Chairman from the Trustees, and the Secretary to be appointed from the opposite side.

It is agreed that in the event the Government of Canada or the Province of Saskatchewan provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Saskatchewan Retail, Wholesale and Department Store Employees' Dental Trust Fund shall cease. It is further understood, should a Government Plan be introduced which duplicates some, but not all, of the benefits of the Saskatchewan Retail, Wholesale and Department Store Employees' Dental Trust Fund, then these benefits shall be deleted from the Saskatchewan Retail, Wholesale and Department Store Employees' Dental Trust Fund and the Company's contribution with respect to the cost of these benefits as determined by the Administrator shall cease.

All details of the Benefit Plan to be established including but not limited to matters of eligibility, coverage and benefits shall be determined by the Trustees of the Fund in accordance with the provisions of the "Agreement and Declaration of Trust" between the contracting parties.

Pursuant to the Retail, Wholesale and Department Store Union letter of September 14, 1990, indicating employee jeopardy with continued membership in the Union Dental Plan, the Company agrees that should its employees be excluded from the Union Dental Plan, the Company would extend the Company Dental Plan to its unionized employees.

**For McKesson Canada Corporation:**

*“David Pohl”*

*“Stephanie Kasparian”*

*“Neil Catchuk”*

*“Nina Arhinba-Shekey”*

**For Saskatchewan Joint Board, Retail,  
Wholesale, and Department Store Union:**

*“Guy Rein”*

*“Willow Hildred”*

*“Willy Hanson”*

*“Rob Salmond”*

*“Brian Haughey”*

**Letter of Understanding**  
**between**  
**McKesson Canada Corporation**  
**and**  
**The Saskatchewan Joint Board, Retail, Wholesale, and Department Store Union**  
**Part Time Employees**

The maximum number of part time employees will be twenty seven percent (27%) of total employee compliment.

The number of part time employees may exceed this threshold on an exception basis by mutual agreement between the Company and the Union.

The Company and the Union agree to review the requirement of full time employees at least once per year prior to the end of the calendar year.

For McKesson Canada Corporation:

For Saskatchewan Joint Board, Retail,  
Wholesale, and Department Store  
Union:

*“David Pohl”*

*“Brian Haughey”*



**Letter of Understanding**

**between**

**McKesson Canada Corporation**

**and**

**The Saskatchewan Joint Board, Retail, Wholesale, and Department Store Union**

**Vacation Entitlement**

**The following employees will be entitled to six (6) weeks' vacation in accordance with the Collective Agreement, effective May 1<sup>st</sup> 2013:**

- **Robert Salmond**
- **Brian Rhineland**
- **Robert Birch**
- **Darren Erickson**

**For McKesson Canada Corporation:**

**For Saskatchewan Joint Board,  
Retail, Wholesale, and Department  
Store Union:**

*"David Pohl"*

*"Brian Haughey"*