

Memorandum of Settlement

Between

Loblaws Supermarkets Ltd.

And

UFCW Canada Local 1000A

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all of the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from July 1, 2010 to July 1, 2015.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on July 1, 2010, and the following amendments are incorporated:
 - i) attached documents
 - ii) all matters previously settled and agreed to by the parties prior to the date of the memorandum of settlement.

Signed for the Union
(union negotiating committee)
October 2, 2010

Signed for the Company
(Company negotiating committee)

Comprehensive Offer of Settlement

Loblaws Supermarkets Limited, Loblaw Great Canadian Food Store/Real Canadian Superstore

And

United Food and Commercial Workers Union Local 1000A

Money Conventional

Replace Article 9 (d) up to the paragraph beginning “The Company may.....” and replace with the following:

Full time employees

DOR - Full time employees on the payroll on D.O.R that are active and at the end rate shall receive a lump sum payment of \$1,500.

July 3/11 - The end rate of each Full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 1/12 - Full time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$1,000.

June 30/13 - The end rate of each Full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 29/14 - Full time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$1,000.

It is understood that all Full time in the progression will receive a 25 cent per hour increase at the DOR and move to an off scale rate.

Modify the Wage grids outlined in Article 9 based on the above.

The lump sum will be paid within 3 weeks after the date of ratification, July 1/12 and June 29/14.

It is understood that an employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined above provided they are cleared, and have returned to work prior to next annual increase.

RRSP

Full time employees will have the option of transferring their lump sum payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA rules. The employee must notify the Company within 1 week after the date of ratification of their decision and failing to do so will result in the lump sum being paid by direct deposit. If an employee chooses this option, they must move the entire lump sum amount to a Company sponsored RRSP.

Meat Cutter/Baker Definitions (Full Time)

Conventional 9.01(c)

If a full time is processing primal (boxed or rail) meat cuts more than 50% of their time over a 3 month period, they will be reclassified to a Meat Cutter. It is understood that if the process changes and a Meat Cutter is not cutting more than 50% of their time over a 3 month period, they will be reclassified as a Meat Clerk. This shall not apply to full time employees who are on the payroll as of date of ratification

If a full time employee is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification.

The following shall be the minimum wage rates of pay for Meat Cutters: Conventional

Wage Scale	Rate DOR	Rate July 3/11	Rate June 30/13
Start	15.50		
12 months	15.75		
24 months	16.00		
36 months	18.66	18.91	19.16

The following shall be the minimum wage rates of pay for Bakers: Conventional

Wage Scale	Rate DOR	Rate July 3/11	Rate June 30/13
Start	15.50		
12 months	15.75		
24 months	16.00		
36 months	18.66	18.91	19.16

Part time employees

Conventional

Replace in Appendix “A” 1.14 (c) All Part time employees will slot into the wage scales outlined above...” with the following:

DOR - Part time employees on the payroll on D.O.R that are active and at the end rate shall receive a lump sum payment of \$750.

July 3/11 - The end rate of each Part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 1/12 - Part time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$500.

June 30/13 - The end rate of each Part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 29/14 - Part time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$500.

Part time employees in the progression as at the date of ratification will move to the rate of pay in the new wage which corresponds with their number of hours worked.

A Part time employee in the progression that moves to their new rate of pay at ratification and does not receive a minimum of a 25 cents per hour increase, will receive a lump sum of \$100.

It is understood that an employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined above provided they are cleared, and have returned to work prior to next annual increase.

RRSP

Part time employees will have the option of transferring their lump sum payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA rules. The employee must notify the Company within 1 week after the date of ratification of their decision and failing to do so will result in the lump sum being paid by direct deposit. If an employee chooses this option, they must move the entire lump sum amount to a Company sponsored RRSP.

Conventional

Replace the Grid in Appendix “A” article 1.14 with the following:

The following shall be the minimum rates of pay for part time employees hired prior to November 29, 1992:

	Current Rate	D.O.R	July3/11	June 30/13
+5501hrs	\$17.00	\$17.00	\$17.25	\$17.50

The following shall be the minimum rates of pay for part time employees hired after November 29, 1992 up to and including December 8, 1996:

	Current Rate	D.O.R	July3/11	June 30/13
+7651hrs	\$17.00	\$17.00	\$17.25	\$17.50

The following shall be the minimum part time rates of pay for part time employees hired after December 8,1996:

FOOD	Current Rates	D.O.R	July3/11	June 30/13
0 - 500 hrs	\$ 10.25	\$10.25	\$10.25	\$10.25
501 - 1250hrs	\$ 10.25	\$10.30	\$10.30	\$10.30
1251 - 2000 hrs	\$ 10.25	\$10.35	\$10.35	\$10.35
2001 - 2750 hrs	\$ 10.25	\$10.40	\$10.40	\$10.40
2751 - 3500 hrs	\$ 10.25	\$10.45	\$10.45	\$10.45
3501 - 4250 hrs	\$ 10.25	\$10.50	\$10.50	\$10.50
4251 - 5000 hrs	\$ 10.25	\$10.55	\$10.55	\$10.55
5001 - 5750 hrs	\$ 10.50	\$10.60	\$10.60	\$10.60
5751 - 6500 hrs	\$ 11.00	\$11.00	\$11.00	\$11.00
6501 - 7250 hrs	\$ 11.50	\$11.50	\$11.50	\$11.50
7251 - 8000 hrs	\$ 12.00	\$12.00	\$12.00	\$12.00
8001 – 8750hrs	\$ 12.50	\$12.50	\$12.50	\$12.50
+8751 hrs	\$ 14.50	\$14.50	\$14.75	\$15.00

All Part time employees will slot into the wage scales outlined above based on the number of hours worked the Sunday after the date of ratification and they shall progress from that point based on hours worked. Employee's will be deemed to have the hours worked which corresponds to their rate of pay for the purpose of slotting into the wage progression. The lump sum will be paid within 3 weeks after the dates outlined above.

Article 1.14(d) Appendix A

Amend third paragraph by deleting \$8.25 and replace with \$10.25 and delete \$10.00 and replace with \$10.55; Amend fourth paragraph by deleting \$10.00 and replace with \$10.55.

The following shall be the minimum wage rates of pay for Meat Cutters hired after D.O.R. who meet the requirements defined: (Conventional Appendix A 1.14(d)) (*See page 6. Of this document*)

Hours	DOR	July 3/11	June 30/13
0 to 300	\$10.25	\$10.25	\$10.25
301 to 650	\$10.30	\$10.30	\$10.30
651 to 1300	\$10.35	\$10.35	\$10.35
1301 to 1950	\$10.40	\$10.40	\$10.40
1951 to 2600	\$10.80	\$10.80	\$10.80
2601 to 3250	\$11.50	\$11.50	\$11.50
3251 to 3900	\$12.20	\$12.20	\$12.20
3901 to 4550	\$12.90	\$12.90	\$12.90
4551 to 5200	\$13.60	\$13.60	\$13.60
5201 to 5850	\$14.30	\$14.30	\$14.30
5851 to 6500	\$15.00	\$15.00	\$15.00
+ 6501	\$17.90	\$18.15	\$18.40

The following shall be the minimum wage rates of pay for Bakers hired after D.O.R. who meet the requirements defined above: (Conventional Appendix A 1.14(d)) (*See page 6 of this document*)

Hours	DOR	July 3/11	June 30/13
0 to 300	\$10.25	\$10.25	\$10.25
301 to 650	\$10.30	\$10.30	\$10.30
651 to 1300	\$10.35	\$10.35	\$10.35
1301 to 1950	\$10.40	\$10.40	\$10.40
1951 to 2600	\$10.45	\$10.45	\$10.45
2601 to 3250	\$10.50	\$10.50	\$10.50
3251 to 3900	\$11.00	\$11.00	\$11.00
3901 to 4550	\$11.50	\$11.50	\$11.50
4551 to 5200	\$12.00	\$12.00	\$12.00
5201 to 5850	\$12.50	\$12.50	\$12.50
5851 to 6500	\$13.00	\$13.00	\$13.00
+ 6501	\$15.90	\$16.15	\$16.40

9.06 C.O.L.A Conventional

Amend last paragraph: Notwithstanding this provision there will be no Cost of Living adjustment during the lifetime of this Agreement expiring July 1, 2015.

New Letter of Understanding Optical Department Conventional

Should the Company require more Optician exclusions than are permitted under the Collective Agreement then the Company will review the rationale with the Union local. The Union shall not unreasonably deny the Company's request for additional Optician exclusions.

Money

RCSS/GFS

Full time employees (Appendix "H"&"K")

Delete Article 15.01 b) and replace with the following and Modify the wage grids in Article 15.01 a) to reflect below:

DOR - Full time employees on the payroll on D.O.R that are active and at the end rate shall receive a lump sum payment of \$1,500.

July 3/11 - The end rate of each Full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 1/12 - Full time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$1,000.

June 30/13 - The end rate of each Full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 29/14 – The end rate of each Full time wage scale shall increase by 30 cents as reflected in the wage tables.

It is understood that all Full time in the progression will receive a 25 cent per hour increase at the D.O.R. and move to an off scale rate.

The lump sum will be paid within 3 weeks after the dates outlined above.

It is understood that an employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined above provided they are cleared, and have returned to work prior to the next annual increase.

RRSP

Full time employees will have the option of transferring their lump sum payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA rules. The employee must notify the Company within 1 week after the date of ratification of their decision and failing to do so will result in the lump sum being paid by direct deposit. If an employee chooses this option, they must move the entire lump sum amount to a Company sponsored RRSP.

Delete the reference to the DSTM wage chart in Article 15.01a) and replace with the following:

“Current Full time DSTM clerks will move to the current 24 month Food Clerk scale.”

Add New to Article 15.01 (a) Appendices H & K after the wage chart for Scratch Bakers and Meat Cutters:

(Conventional Appendix A 1.14(d); RCSS/GFS Appendices I & L Article 13.04)
Meat Cutter/Baker Definitions All Banners

If a full time or part time employee is processing primal (boxed or rail) meat cuts more than 50% of his time over a 3 month period, he will be reclassified to a Meat Cutter. It is understood that if the process is changed and a Meat Cutter is not cutting more than 50% of his time over a 3 month period, he will be reclassified as a Meat Clerk. This shall not apply to full time cutters who are on the payroll as of date of ratification

If a full time or part time employee is baking from scratch (mixing and preparing raw ingredients) for more than 50% of their time over a 3 month period, they will be reclassified to a Scratch Baker rate of pay. It is understood that if the process changes and the baker is not baking from scratch more than 50% of their time over a 3 month period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification

Part time employees (Appendix “I”&”L”)

Delete 13.04 at the sentence beginning with “for active part time employees on the payroll as of October 15, 2006 and Delete 13.04 a) +b) +c) +d) and replace with the following:

DOR - Part time employees on the payroll on D.O.R that are active and at the end rate shall receive a lump sum payment of \$750.

July 3/11 - The end rate of each Part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 1/12 - Part time employees on the payroll on D.O.R. that are active and at the end rate shall receive a lump sum payment of \$500.

June 30/13 - The end rate of each Part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 29/14 - The end rate of each Part time wage scale shall increase by 30 cents as reflected in the wage tables.

Part time employees in the progression as at the date of ratification will move to the rate of pay in the new wage which corresponds with their number of hours worked.

A Part time employee in the progression that moves to their new rate of pay at ratification and does not receive a minimum of a 25 cents per hour increase, will receive a lump sum of \$100 at ratification.

Delete the reference to the DSTM wage chart in Article 13.04. Current part time DSTM clerks will move to the Food scale rate which corresponds to their hours worked.

Delete the existing part time wage charts in Article 13.04 and replace with the following:

The following shall be the minimum part time rates of pay:

	Current Rates	D.O.R	July3/11	June30/13	June 29/14
0 - 300 hrs	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
301 - 650 hrs	\$10.25	\$10.30	\$10.30	\$10.30	\$10.30
651 - 1300 hrs	\$10.25	\$10.35	\$10.35	\$10.35	\$10.35
1301 - 1950 hrs	\$10.25	\$10.40	\$10.40	\$10.40	\$10.40
1951 - 2600 hrs	\$10.25	\$10.45	\$10.45	\$10.45	\$10.45
2601 - 3250 hrs	\$10.25	\$10.50	\$10.50	\$10.50	\$10.50
3251 - 3900 hrs	\$10.25	\$10.55	\$10.55	\$10.55	\$10.55
3901 - 4550 hrs	\$10.25	\$10.60	\$10.60	\$10.60	\$10.60
4551 - 5200 hrs	\$10.25	\$10.65	\$10.65	\$10.65	\$10.65
5201 - 5850 hrs	\$10.25	\$10.70	\$10.70	\$10.70	\$11.00
5851 - 6500 hrs	\$10.25	\$10.75	\$10.75	\$10.75	\$11.50
+6501 hrs	\$12.59	\$12.59	\$12.84	\$13.09	\$13.39

The following shall be the minimum part time rates of pay for employees hired before June 12, 1994:

Current Rates	D.O.R	July3/11	June30/13	June 30/14
\$13.04	\$13.04	\$13.29	\$13.54	\$13.84

The following shall be the minimum part time rates for bakers:

	Current Rates	D.O.R	July3/11	June30/13	June29/14
0 - 300 hrs	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
301 - 650 hrs	\$10.25	\$10.30	\$10.30	\$10.30	\$10.30
651 - 1300 hrs	\$10.25	\$10.35	\$10.35	\$10.35	\$10.35
1301 - 1950 hrs	\$10.25	\$10.40	\$10.40	\$10.40	\$10.40
1951 - 2600 hrs	\$10.25	\$10.45	\$10.45	\$10.45	\$10.45
2601 - 3250 hrs	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
3251 - 3900 hrs	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
3901 - 4550 hrs	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
4551 - 5200 hrs	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
5201 - 5850 hrs	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
5851 - 6500 hrs	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
+6501 hrs	\$15.90	\$15.90	\$16.15	\$16.40	\$16.70

The following shall be the minimum part time rates for meat cutters:

<u>HOURS</u>	Current Rate	DOR	July 3/11	June 30/13	June 29/14
0 to 300	\$10.25	\$10.25	\$10.25	\$10.25	\$10.25
301 to 650	\$10.25	\$10.30	\$10.30	\$10.30	\$10.30
651 to 1300	\$10.25	\$10.35	\$10.35	\$10.35	\$10.35
1301 to 1950	\$10.25	\$10.40	\$10.40	\$10.40	\$10.40
1951 to 2600	\$10.80	\$10.80	\$10.80	\$10.80	\$10.80
2601 to 3250	\$11.50	\$11.50	\$11.50	\$11.50	\$11.50
3251 to 3900	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
3901 to 4550	\$12.90	\$12.90	\$12.90	\$12.90	\$12.90
4551 to 5200	\$13.60	\$13.60	\$13.60	\$13.60	\$13.60
5201 to 5850	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30
5851 to 6500	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
+ 6501	\$17.90	\$17.90	\$18.15	\$18.40	\$18.70

Amend LOU #55 by deleting \$10.00 and replace with \$10.75.

All part time employees will slot into the wage scales outlined above based on the number of hours worked the Sunday after the date of ratification and they shall progress from that point based on hours worked. Employees will be deemed to have the hours worked which correspond to their rate of pay for the purpose of slotting into the wage progression.

The lump sum will be paid within 3 weeks after the dates outlined above.

It is understood that an employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined above provided they are cleared, and have returned to work prior to the next annual increase.

RRSP

Part time employees will have the option of transferring their lump sum payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA rules. The employee must notify the Company within 1 week after the date of ratification of their decision and failing to do so will result in the lump sum being paid by direct deposit. If an employee chooses this option, they must move the entire lump sum amount to a Company sponsored RRSP.

Student Wage Progression All Banners

The following are the minimum hourly rates for employees who are students under the age of 18 and who are hired after the date of ratification.

0 - 1250	\$9.60
1251 - 2000	\$9.65
2001 +	\$9.70

A student is defined as an employee under the age of 18 who is actively undertaking a course of study.

Upon reaching their 18th birthday or upon permanently ceasing to be a student an employee will move from the Part Time Student wage progression to the regular wage progression at the wage rate dictated by their accumulated hours.

While school is in session students are not intended to work more than 28 hours per week. Should a student work more than 28 hours in a week while school is in session they will be paid for that week at the regular part

time rate associated with their accumulated hours. It is understood that students shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

Unionized Department Manager Salary (GFS Appendix K)

GCFS Only Modify Article 15.06 wage charts in Appendix “K” to reflect the following:

The following shall be the minimum salary for Grocery, Customer Service, Inventory Control, Produce, Meat, Bakery, HMR, Night Crew, Dairy/Frozen and Deli Managers:

	Current Progression	DOR	July 3/11	June 30/13	June 29/14
Start	\$788.40	\$788.40	\$788.40	\$788.40	\$788.40
12 Months	\$814.00	\$814.00	\$814.00	\$814.00	\$814.00
24 Months	\$839.60	\$839.60	\$839.60	\$839.60	\$839.60
36 Months	\$893.20	\$893.20	\$903.20	\$913.20	\$925.20

The following shall be the minimum salary for Natural Value, Bookkeeper, Seafood and Floral Managers:

	Current Progression	DOR	July 3/11	June 30/13	June 29/14
Start	\$634.80	\$643.80	\$634.80	\$634.80	\$634.80
12 Months	\$679.60	\$679.60	\$679.60	\$679.60	\$679.60
24 Months	\$724.40	\$724.40	\$724.40	\$724.40	\$724.40
36 Months	\$797.20	\$797.20	\$807.20	\$817.20	\$829.20

The following shall be the minimum salary for DSTM Managers/GM Managers (including Photo Lab), Holy Smokes, Bean Roast and HBC Managers:

	Current Progression	DOR	July 3/11	June 30/13	June 29/14
Start	\$586.00	\$586.00	\$586.00	\$586.00	\$586.00
12 Months	\$621.60	\$621.60	\$621.60	\$621.60	\$621.60
24 Months	\$647.60	\$647.60	\$647.60	\$647.60	\$647.60
36 Months	\$701.20	\$701.20	\$711.20	\$721.20	\$733.20

Term of Agreement

Amend Article 27 by replacing July 1, 2010 with July 1, 2015.

Third Party Service-Providers

Conventional Article 1.01(g) And RCSS/GFS Appendix H & K Article 2.04

It is understood and agreed that T&T, Pane Fresco, and Compass (or another specialty HMR operator) may deliver independent 3rd party services within the Company's stores in the following circumstances.

Specifically, T&T may produce, supply, and sell Sushi within the Company's stores. Such services will be delivered by T&T employees, who shall be under the direction and control of T&T managers. It is agreed that T&T employees and managers engaged in this function are not employees of the Company. It is contemplated that T&T may provide other services within the Company's stores if agreed to by the parties.

It is further agreed that Pane Fresco or Compass (or another specialty HMR operator) may employ one (1) employee within each Company store for the purpose of supervising and directing the Company's employees in the HMR department. It is understood that Pane Fresco and Compass employees may perform some "hands on" work, but only within the HMR department. The Pane Fresco and Compass employees are not employees of the Company. The HMR employees they supervise and direct shall remain employees of the Company, and shall remain in the bargaining unit. Any existing HMR Manager shall maintain their rate of pay until they can be absorbed into another wage comparable position.

Grad Program – for Training purposes

Conventional Article 1.01(h) And RCSS/GFS Appendix H & K Article 2.05

The Grad Program is implemented solely for training purposes, in order to provide future managers with a better understanding of the job that each and every colleague in the store is called upon to perform. As such, the Grads will job shadow through their program while working on the sales floor. For training purposes, a Grad may infrequently work alone on the sales floor. In such a case, it is understood that the duration of the work would not exceed two (2) hours in any given shift and would not cause the cancellation of scheduled hours.

Prior to placing a Grad in any store, the Company agrees to provide the union with the name, the duration of placement and the location of placement of the Grad. The Company agrees that the Grad's hours are separate and over and above from the store departments' allotment of scheduled hours. The Company further agrees to post the Grad's schedule, that there will be no more than three (3) Grads per store (inclusive of destination rotation grad), at any point in time, and that their placement at the store will not exceed six (6) months duration not including the Destination Department rotation. The Destination rotation will prepare the grad to be "job ready" for the role of Assistant Store Manager. The destination rotation will not exceed ten (10) months.

If a scheduled employee calls in sick within a department where a Grad is scheduled to be trained and it is determined that the hours will not be replaced, the Grad will be moved to another department for that shift(s).

Any concerns about the operation of the Grad Program may be brought to the attention of senior management, and a meeting will be convened to discuss them.

Joe Fresh Conventional, RCSS/GFS

New Letter of Understanding

If the Queen and Portland site and Maple Leaf Gardens site are covered by the UFCW Local 1000A collective agreement then it is agreed by the parties that the Joe Fresh studio's located adjacent to those stores/within those buildings shall operate independently from those stores and shall not be covered by the UFCW 1000A collective agreement.

New Letter of Understanding—Joe Fresh Staffing Conventional, RCSS/GFS

As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the collective agreement shall be subject to an employee meeting the ability, qualification, requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and inter-personal skills. If an employee faces lay off and is not permitted to bump into Joe Fresh they will be absorbed elsewhere in the bargaining unit. The Company may exclude a Joe Fresh Manager position where a full time Union position is created and maintained.

Letter of Understanding - Job Postings Conventional, RCSS/GFS

Where a job posting process within the collective agreement calls for multiple posting steps it is understood and agreed by the parties that the Company may undertake all steps concurrently for 10 calendar days rather than consecutively with the understanding that the rights of employees to vacancies will be recognized in the order of the steps laid out in the posting language.

Letter of Understanding - Full time Assurance of Employment Conventional, RCSS/GFS

Delete LO U #26 and replace with the following:

All Full time employees on the full time payroll as of the Date of Ratification shall be given a personal assurance of Full time employment within the Company from Date of Ratification to July 1, 2015.

Letter of Understanding – Full Time Positions

During the 1st full year of this collective agreement there will be a minimum of 20 conventional full time jobs posted (between all locals and agreements) posted in addition to the 94 1000A Back to Best positions. In addition, there will be a minimum of 50 Great Food or Superstore full time jobs posted across all locals and agreements.

Letter of Understanding - Part Time Benefits Upon Conversion to Great Food / Superstore

The benefits of employees who accept a buy-down to the Great Food / Superstore terms will be the benefits provided for in the Great Food / Superstore appendices. The following shall apply:

1. Part Time Employees who have benefits at the time of conversion:

Part Time employees who have benefits at the time of conversion will have benefits until the end of the calendar year of conversion and will be required to re-qualify in the new calendar year based on the conventional hours qualifiers and all subsequent years the RCSS/GFS qualifiers will apply.

2. Part Time Employees who do not have benefits at the time of conversion:

Employees who have not qualified will be permitted to qualify initially for benefits under the conventional qualifiers. Beyond the first year of benefit coverage employees will be required to re-qualify based on the RCSS/GFS hours qualifiers.

Letter of Understanding – Family Day Resolve
Conventional Article 6.01 & Appendix A 1.13(a)
RCSS/GFS Appendix H & K Article 11.01(a) & I & L Article 9.01

Family Day is added to the list of recognized Statutory Holidays under the Loblaws Conventional collective agreement.

Employees hired after the 2010 date of ratification shall not be eligible to receive Legal Holiday pay for the Civic Holiday under the Loblaws conventional collective agreements.

The Company agrees to re-instate the year end stat pay comparison and payment in Loblaws, RCSS, and GFS at year end 2009 and in the future.

Part time benefits RCSS/GFS Appendix J

Amend the annual prescription drug plan maximum from \$1500 to \$10,000.

Amend the years qualifier for prescription drugs from 4 years to 3 years.

Amend the years qualifier for dental from 3 years to 2 years.

Full Time Benefits

Physiotherapy

This benefit has an annual maximum benefit of \$500.

Orthotics

This benefit has an annual maximum benefit of \$500 every 24 months for adults over age 25 and \$500 every 12 months for children under age 25.

New Letter of Understanding – Full time personal leave day RCSS/GFS

Full time Great Foods and Superstore employees are entitled to two (2) fully paid personal leave days. These days will be paid out at the end of each year if not taken.

New Letter Of Understanding Christmas Bonus

When a store converts to a Great Food Store on any date beyond July 1st employees will be entitled to a Christmas Bonus under the terms of the conventional agreement in the year provided that they continue to be actively employed up to and including the time of the payment.

New Letter of Understanding Optical Department

In Great Foods stores, the Company may exclude one (1) Optical Department Manager Optician. Should the Company require more Optician exclusions than are permitted directly by this Letter of Understanding or the terms applicable to Superstore then the Company will review the rationale with the union local. The union shall not unreasonably deny the Company's request for additional Optician exclusions.

Exclusions: Conventional, Article 1.01(a); RCSS/GFS Appendix H & K Article 2.02(a)

Clarification Only: Amend to reflect the exclusion of "Regulated Pharmacy Technicians" rather than "Registered Pharmacy Technicians" or "Certified Technicians".

Letter of Understanding—Pharmacy Operations Conventional, RCSS/GFS

As a result of ongoing changes within the pharmacy industry and legislation aimed at increasing pharmacy patient safety the following shall apply to pharmacy operations covered by this collective agreement.

The term “Pharmacy Technician” shall be used in reference to out-of-scope government regulated Pharmacy Technicians only. Current and future in-scope employees of the pharmacy will be titled as “Pharmacy Assistants” or “Pharmacy Clerks”.

A Pharmacy Assistant shall be defined as an employee who possesses the demonstrated knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician’s sign off. A standardized Employer designed and administered Pharmacy Assessment (known as the Standardized Pharmacy Assessment) will be used to assess the above. Employees hired externally or from within the store must also pass the Standardized Pharmacy Assessment in order to work as a Pharmacy Assistant. Pharmacy Assistants shall be paid a minimum of \$1 per hour more than they would otherwise be paid as a Pharmacy Clerk. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion. All employees currently working in the Pharmacy are being provided the opportunity to write the Standardized Pharmacy Assessment and if they pass they will be paid an extra \$1.00.

A Pharmacy Clerk shall be defined as an employee who works within the pharmacy but is not assigned to perform the full normal duties of a Pharmacy Assistant. The minimum hourly rates of pay for Pharmacy Clerks are the same minimum hourly rates of pay applicable to other Clerk classifications covered by this collective agreement.

A Pharmacy Clerk may express an interest in becoming a Pharmacy Assistant and they will be afforded the opportunity to do so provided that they are able to demonstrate the knowledge and ability to manage a new prescription from intake to the Pharmacist/Pharmacy Technician’s sign off (as determined by the Standardized Pharmacy Assessment) and provided that there is a suitable opening as determined by the Employer.

It is understood that the Pharmacy Assistant classification and associated scheduling will be introduced over time and that until such time as the Standardized Pharmacy Assessment can be completed all current in-scope pharmacy employees will be classified and paid as Pharmacy Clerks. No current pharmacy employee shall experience a reduction in their rate of pay as a result of the implementation of these changes.

Leave of Absences – Educational Leave Conventional

Delete Letter of Understanding #28 and any reference in the Collective Agreement regarding the seniority adjustment for an employee returning from an Educational Leave will be eliminated.

Leave of Absences – Educational Leave RCSS/GFS

Delete Article 16.02 in Appendix “T” & “L” reference that will be allocated hours on the schedule as the junior part time in the department and replace with the following “allocated hours on the schedule based on their seniority”.

Delete any reference in the Collective Agreement regarding the seniority adjustment for an employee returning from an Educational Leave will be eliminated.

Relief Rate RCSS/GFS

Amend the following Appendix “T” & “L” Article 13.01 b) to read as follows:

Add the following sentence to the above Articles:

“This assignment will be confirmed/communicated to the employee prior to the commencement of the temporary relief work being performed.”

Weekends RCSS/GFS

Amend the following -Appendix “H” and “K”, FT- 10.06 a), b) and PT -Appendix “T” and “L” Article 7.01 f) to read as follows:

Full Time

- a) Employees will not be scheduled to work more than three (3) Saturdays in four (4) consecutive weeks unless by mutual consent.
- b) A full time employee shall not be scheduled to work more than three (3) Saturdays and Sundays in four (4) weeks unless by mutual consent.

Part Time

In departments with more than six (6) part time employees, those employees who have five (5) or more years of service, the following shall apply: Employees will not be scheduled to work more than three (3) Saturdays or Sundays in four (4) consecutive weeks, except by mutual consent. The Employer will attempt where requested and possible to schedule Saturday and Sunday off consecutively. It is understood that an employee that qualifies for the above must advise the Department Manager if they do not want to be scheduled on the Saturday or Sunday. If they fail to advise the Department Manager, they may be scheduled.

Part-time Vacation RCSS/GFS

Amend the following article:
Appendix “T” and “L” 10.01 (b):

Part-time employees with (5) or more years of service will be entitled to six (6) percent vacation pay. A part-time employee who is eligible for 6% vacation pay, **will be granted** a 3rd week of vacation.

Part time employees with ten (10) or more years of service will be entitled to seven (7) percent vacation pay. And will be granted a 4th week of vacation.

Part time employees with fifteen (15) or more years of service will be entitled to eight (8) percent vacation pay.

Part Time (Food/DSTM) Transfers RCSS/GFS

Delete Article 18.01&18.02 in Appendix “T” and “L” (Transfers) and LOU #56 DSTM working in food and food working in DSTM.

Letter of Understanding - Conventional, RCSS and Great Food Store Conversion to Franchise

Delete Letter of Understanding #64 and replace with the following:

In the event of a Conventional, RCSS or Great Food store closure and conversion to a franchise store or a corporate store within a franchise banner, the affected employees will be entitled to two (2) weeks pay per year of completed service to buydown to an available position in the franchise store. The same maximums and minimums will apply as for a corporate conversion to a Great Food or Superstore.

They shall be covered by all the terms and conditions of the applicable franchise collective agreement.

Option #1

Those full time or part time employees seeking full time or part time employment shall be offered available positions based on their order of seniority based on their ability and qualifications. In the event the applicable collective agreement wage scale does not match exactly, the employee will slot into the next higher rate, credited with the minimum hours or months associated with that wage rate and progress from that point based on hours worked. Any employee who is currently being paid a rate in excess of the End rate will move to the new End rate.

Any Loblaws/Superstore/GFS employee who accepts employment with the franchise business will be rank ordered based on their seniority with Loblaws/Superstore/GFS and will be placed ahead of any new employees that may be hired. Their service with Loblaws/Superstore/GFS will be recognized for benefit eligibility. The payment referred to above will be calculated based on the store closure date.

Option #2

Where there are no jobs available within the converted store for either a full-time or part-time employee then the least senior employees will be offered a buy-out of four (4) weeks per year of service.

Notwithstanding the above, the Company will consider volunteers in order of seniority, ability and qualifications and the needs of the business for this buy-out.

Any employee who is bumped by an affected employee shall have the options outlined in 1 & 2 (where applicable) made available to them. These rights pass along with any further bumps.”

Mileage

Amend Conventional Article 13.01(c) and LOU #42 Appendices I & L: 40 cents per kilometer.

Renew Scarborough Meat and Seafood Agreement RCSS/GFS

Letter of Understanding - Conventional Store Conversion to Great Food Store

Delete LOU #61 and replace with the following:

The Company confirms that there will be no conversions of conventional stores under this collective agreement to the Superstore format.

An Employee converting to Great Food has the following options available to them at the time of the conversion:

1. They may sign off immediately accepting the full Great Food terms and the associated buy-down; or,
2. They may sign off immediately maintaining their Conventional economic terms while accepting the Great Food non economic terms; or,
3. They may accept a bump to a conventional store under the terms of the Collective Agreement provided that the store to which they would bump has not itself been announced for conversion within the upcoming twelve (12) months; or,
4. They may accept a buyout or early retirement (as applicable); or,

5. Supplementary bumping rights; or,
6. They may undertake a three (3) month trial of the Great Food non economic terms while maintaining their Conventional economic terms. Employees electing to undertake a trial may finalize their decision under 1, 2, 3, 4, or 5 at any time up to the conclusion of their three (3) month trial. An employee who fails to make their election known by the end of their three (3) month trial will be deemed to have accepted option #1 and their buy-down will be processed forthwith.

The terms associated with each of these options are detailed below.

The Company shall provide the Union and the Employees with three (3) months notice prior to converting a store to a Loblaw Great Food store. All employees shall make their decision within forty-eight (48) hours. If an employee does not make their decision within forty-eight (48) hours, they shall be deemed to have accepted the buy-down (option #1).

Employees who convert or are hired into the Loblaws Great Food Store will acquire and exercise seniority within the Great Food Appendix.

Option #1- Transfer to the Loblaws Great Food Store and Buy-down to Great Food Economic Terms

A full time employee from a conventional store who transfers into a bargaining unit position at a Loblaws Great Food Store will be eligible for the buy-down, as will a department manager from a conventional store transferring into a salaried unionized department manager position at a Loblaws Great Food store. A full time employee who is promoted to a unionized department manager position will not be eligible for the buy-down. The buy-down payment is based on 3 week's pay per year of completed service as of the date of transfer to a maximum of \$75,000 and a minimum of \$10,000.

A part time employee who transfers to Loblaws Great Food Store shall receive a payment of 3 week's pay per year of completed service as of the date of transfer to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000. A part time employee from a conventional store hired into a full time bargaining unit position (non managerial) at a Loblaws Great Food Store at the time of conversion will be eligible for the part time buy-down.

For clarity, any other full time or part time employees that transfer into a Loblaws Great Food Store after the conversion will not be entitled to a buy-down.

Such employees will sign off that they are acknowledging that Sunday work is no longer voluntary and that this option is of the greatest benefit to them personally. Sunday work shall be part of their normal work week.

An employee who transfers will slot into the applicable Loblaws Great Food Store wage progression based on their current rate of pay. The employee will slot into the next higher rate of pay and their existing hours will be replaced with the minimum number of hours associated with that rate of pay. If their current rate of pay is in excess of the end rate of the Loblaws Great Food wage progression, they will slot into the end rate of the Loblaws Great Food wage progression.

Supplementary Transfer Right for Department Manager

The current unionized Department Managers in a conventional store which converts to The Loblaws Great Food Store will be offered the same salaried unionized department manager position in The Loblaws Great Food Store.

Other Provisions

Any employee who transfers to a Loblaw's Great Food Store from a Loblaw's store shall maintain their bargaining unit seniority date, company service date, pension plan and personal assurance of employment where applicable.

Option #2- Transfer to the Loblaw's Great Food Store and maintain Conventional Economic Terms

A full time employee from a conventional store who transfers into a bargaining unit position at a Loblaw's Great Food Store who elects not to take a buy-down shall maintain their conventional rate of pay and benefits under Article 9 and 8 and Health and Welfare benefits (Appendix "D"), including Sick pay allowance (Article 13, Appendix "D"), Vacation (Article 7), Christmas Bonus (Article 24), Pension (Appendix "E") letters of understanding #8, #22 and #34 while working in Loblaw's Great Food Stores. All other terms of the Loblaw's Great Food Store Appendix shall apply except as noted herein.

A part time employee from a conventional store who transfers to Loblaw's Great Food Store who elects not to take a buy-down shall maintain their conventional rate of pay and benefits under of Appendix "A", Article 1.14 (Wages), Article 1.15, Vacation (1.16 (a)) Christmas Bonus (Article 1.16 (b)), Article 1.21, 1.22, 1.24 and 1.25. All other terms of the Loblaw's Great Food Store Appendix shall apply.

The parties agree that the following additional rules will apply in the event of a conversion of a conventional store to Great Food.

- 1) Should a part time employee who elects at the time of conversion to retain the economic terms of the conventional agreement thereafter post into a full time position in a Great Food store, then that employee will convert to the Great Food economic terms and will not be eligible for a buy down.
- 2) Should a part time employee who elects at the time of conversion to retain the economic terms of the conventional agreement thereafter post into any position in a RCSS store, then that employee will convert to the RCSS economic terms and will not be eligible for a buy down.
- 3) Should a part time employee, at the time of conversion, move into a full time position, then that employee will convert to the Great Food economic terms, and will be eligible for a buy down, based on the part time conversion calculation.
- 4) Should a full time employee who elects at the time of conversion to retain the economic terms of the conventional agreement post to another position within any Great Food store that employee will be continue to be paid based on the conventional agreement and will continue to be covered by the economic terms of the conventional agreement at the applicable rate for the new position.
- 5) Should an employee, at any time, move to RCSS, that employee will convert to the RCSS economic terms and will not be eligible for a buy down.
- 6) Should an employee who elects at the time of conversion to retain the economic terms of the conventional agreement thereafter post into a full time position in a conventional store (provided the store in question has not itself been announced for conversion within twelve (12) months) then they will retain their economic terms.

Special Conversion Provisions Relating to Sunday Work

The following shall apply for a Conventional employee hired prior to 2006 ratification for whom Sunday work is voluntary at the time of their store's conversion.

Such employees will sign off that they are acknowledging that Sunday work is no longer voluntary and that this option is of the greatest benefit to them personally. Sunday work shall be part of their regular work week.

The below special transition commitments are made with respect to Sundays:

A part time employee who is entitled to a twenty-eight (28) hour guarantee and who worked more than thirty-nine (39) Sundays within the fifty-two (52) weeks leading up to the date of ratification of the Collective agreement shall be guaranteed thirty-two (32) hours rather than twenty-eight (28) hours for a period of two (2) years beyond the conversion of their store.

A full time employee who worked more than thirty-nine (39) Sundays within the fifty-two (52) weeks leading up to the date of ratification of the Collective agreement shall be entitled to work forty-four (44) hours per week (without incurring overtime) rather than forty (40) hours for a period of two (2) years beyond the conversion of their store.

The Company will prepare and provide to the Unions a summary of Sunday work in the year preceding ratification for those to whom this letter applies within two (2) months of ratification.

Transitional agreement for employees transferring to a Great Food Store who may desire to opt out of working Sundays and currently have that ability in a Conventional store.

A part-time employee from a conventional store who currently has the right to opt out of working Sundays and who upon transferring to a Great Food store elects not to take the buy-down shall continue have the right to opt out of Sunday work for a period of eighteen (18) months from the date of conversion.

An employee wishing to opt out of Sunday work under this letter will be considered to meet the minimum availability, however will not be eligible for any twenty-eight (28) hour guarantee how they otherwise might be entitled.

Eligible employees will make their intentions know within two (2) weeks after the date of conversion and will be eligible to change their option by giving four (4) months notice to their department manager.

Option # 3 – Bump

Employees shall have their normal bumping rights under the Collective Agreement; however, it is understood that no bumps shall be permitted to a store which has been announced as converting within twelve (12) months.

One for One Transfers on Conversion

Employees of a store which is to be converted shall have the options available under the collective agreement; however, the Company must be able to ensure the ongoing efficient operation of surrounding stores as well as to accurately project and manage the associated costs.

As a result, it is understood and agreed by the parties that each full time employee who chooses to transfer out of a converting store to a nearby store must be off-set by a full time employee within the surrounding stores accepting a transfer back into the converting store.

The Company shall consider full time volunteers to transfer to the converting store outside of the natural sequence of bumps only where such volunteer(s) commits to remain with the converted store after receiving their buy-down for a minimum period of one year of active service. The Company shall be permitted to balance the full time complement in surrounding stores in connection with an individual accepting a voluntary transfer to a converting store.

Each part time employee who chooses to transfer out of the converting store into an adjacent store will result in the next most junior employee in the department that they are transferring into being transferred to the converting store.

The Company shall consider part time volunteers to transfer to the converting store outside of the above described protocol only where such volunteer(s) commits to remain with the converted store after receiving their buy-down for a minimum period of one year of active service.

For clarity, in a converting store which has 40 full time and 150 part time employees an equivalent number of full time and part time employees must be converted.

No transfers shall be permitted to a store which has itself been announced for conversion in the next 12 months.

Option #4 - Buy-Out or Early Retirement

Buyout

A full time employee who wishes to sever their employment will receive a payment of 3 week's pay per year of completed service as of the date of conversion to a maximum of \$75,000. No full time employee will receive less than \$10,000.00.

A part time employee who wishes to sever their employment shall receive a payment of 3 week's pay per year of completed service as of the date of conversion to a maximum of \$15,000. A part time employee with less than 1 year of service as of the date of transfer will receive no less than \$500. A part time employee with 1 year or more of service as of the date of transfer will receive no less than \$1,000.

Early Retirement Offer

The Employer will make an early retirement offer to all employee affected by the opening of a Loblaws Great Food Store and a related closure of a conventional store. To be eligible for the early retirement offer an employee must be 55 years of age as of the date they are affected. The early retirement offer will be based on three (3) weeks pay per year of completed service as of their date of retirement, to a maximum of \$75,000 for full time and \$15,000 for part time or the equivalent of salary continuation until age 65 (or for part time until age 67), whichever is the lesser. An employee who elects to retire will receive the applicable pension and benefits in accordance with and subject to the terms of the pension plan. The Company reserves the right to manage the timing of employees' departure date, provided there is no prejudice to an employee's pension entitlement.

Full time employees who wish to retire and work part time may do so at a conventional store or Loblaws Great Food Store, and slot into applicable the end rate of pay for part time. They will not be eligible for future full time employment and will not be eligible for any additional pension entitlement by virtue of that part time employment.

Option # 5 - Supplementary Bumping Rights

An employee may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement. However, they will only have these rights if there will be any stores remaining within their division one (1) year after the date their store converts. Otherwise, the employee shall have no bumping rights.

Where an employee has bumping rights as described above they may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement subject to the following:

Such employees will have the following supplementary bumping rights.

- i) If the employee has no bump to a conventional store within 40 kilometers of their current store, and there is one or more conventional stores within 40 kilometers of their store, the Employer will offer to absorb the employee at one of those conventional stores in their same position and rate of pay. No full time employee shall be laid off as a result of the absorption of such an employee.
- ii) If the employee elects to bump into a conventional store which is more than 40 kilometers away and the travel distance from the employee's home store is greater than that currently travelled by the employee, the employee will be given relocation assistance. The amount of the relocation assistance is outlined below:

Home Owner to Home Owner	- \$15,000
Home Owner to Renter	- \$12,500
Renter to Home Owner	- \$ 7,500
Renter to Renter	- \$ 5,000

An employee will be reimbursed for eligible expenses up to these maximum amounts.

These amounts may be applied to one of the following choices:

Choice A

Royal LePage Relocation Services (RLRS)- the package includes negotiated pricing on relocation services, relocation and expense/taxation counselling and real estate sales help. Further details are available from the Employer's relocation group.

Choice B

Expense reimbursement through the LCE Employee Services- the same relocation allotment is available to employees as with Option A. Employees can use the allotment to recover costs associated with their relocation expenses through providers of their choice. As with the RLRS agreement, discounted prices will be available through providers with whom Loblaw Companies has a negotiated corporate rate.

Note: Employees who elect to list with a realtor other than Royal LePage and still want to obtain taxation advice and other services under the RLRS agreement may do so, but will be required to complete a referral agreement with RLRS which states that a referral fee will be paid to RLRS. Copies of this agreement may be obtained from RLRS.

General

Where an employee is absorbed in a store and this results in a part time employee(s) being scheduled for no hours for a four (4) consecutive week period, they will be offered the option to transfer to the Loblaws Great Food Store which triggered the absorption and be given the transfer package outlined above in Option # 1 or they may elect to exercise their bump under the conventional store agreement. The employer will also canvass, by Department, by seniority (in the Department in which the effected employee was absorbed) those part time employees who wish to transfer to the Loblaws Great Food Store which triggered the absorption and they will be given the transfer package outlined above in option # 1.

Any employee who is bumped by an affected employee shall have the options outlined in Options 1 to 6 (where applicable) made available to them. These rights pass along with any further bumps.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1 to 6. Such employee may elect:

- i) to have their Options held in abeyance pending their return to work; or
- ii) to exercise their Option at any point during their absence, subject to being cleared to return to work, where applicable.

It is understood that:

- i) any payment owing shall be calculated as of the date of closure of the conventional store which triggered the Options; and
- ii) In the case of an employee who elects Option 5, the employee's home ownership/renter status shall be determined as of the date of the closure, but the employee's bump shall be done as of the date of return to work.

It is understood that these payments referred to shall be deemed to include any payment in the nature of termination pay or severance pay required at law or by any other provision of the collective agreement and shall have statutory deductions made.

For the purpose of this letter, the calculation of a full time week's pay shall be based on thirty nine (39) hours per week times their current regular rate of pay as of the date of transfer.

For the purpose of this letter, the calculation of a part time week's pay shall be based on the previous 52 weeks average hours or the average of the hours in the 12 weeks prior to a leave of absence commencing in the previous 52 weeks, whichever is the greater.

Loblaws Full time and Part time Transfer Options in connection with Letter of Understanding # 47 Option #1.

The list of positions found below will be updated and customized by the parties at the time of conversion to ensure there is a matching position at The Loblaw Great Food store.

Current Full time Position

**The Great Food Store
Job Offer**

Grocery Mgr Vol. # 5
Grocery Mgr Vol. # 3
Produce Manager Vol. # 5
Produce Manager Vol. # 3

Grocery Mgr.
Assistant Grocery Dept. Mgr.
Produce Mgr.
Assistant Produce Dept Mgr

Meat Manager	Meat Mgr.
Assistant Meat Mgr.	Assistant Meat Dept. Mgr.
Service Mgr.	Service Dept. Mgr.
Bakery Mgr.	Bakery Dept. Mgr.
Assistant Bakery Mgr.	Assistant Bakery Dept. Mgr.
Lead Hand Baker Nights	Baker
Customer Service Mgr.	Customer Service Mgr.
Bookkeeper	Bookkeeper.
Back-up Bookkeeper	Asst. Customer Service Mgr (Back-up Bookkeeper)
Floral Mgr.	Floral Mgr.
Receiver (Days)	Receiver
Receiver (Nights)	Receiver (Nights)
Night Crew Chief	Night Crew Chief
Grocery-Produce Clerk	Grocery-Produce Clerk
Grocery-Produce Clerk (Nights)	Grocery- Produce Clerk (Nights)
Analyst	Inventory Control Mgr
General Merchandise Mgr.	General Merchandise Mgr.
Baker, Baker Decorator	Baker (Scratch)
Baker/Decorator	Baker (Scratch)
Baker, Baker Decorator (Nights)	Baker (Scratch) (Nights)
Baker/Decorator (Nights)	Baker (Scratch) (Nights)
Meat Cutter	Meat Cutter
Meat Cutter (Nights)	Meat Cutter (Nights)
Cashier	Cashier
Service Clerk	Service Clerk
Meat Clerk	Meat Clerk
Bakery Service Clerk	Bakery Service Clerk
Grocery Clerk	Grocery Clerk
Produce Clerk	Produce Clerk
General Merchandise Clerk	Grocery or Produce Clerk
Pharmacy Assistant	Pharmacy Assistant

Current Part time Position

Cashier	Cashier
Service Clerk	Service Clerk
Meat Clerk	Meat Clerk
Bakery Clerk	Bakery Clerk
Grocery Clerk	Grocery Clerk
Produce Clerk	Produce Clerk
General Merchandise Clerk	Position in Grocery or Produce
Front end Service Clerk	Front end Service Clerk
Photo Lab Clerk	Position in Grocery or Produce

If no unionized position exists for a current full time employee, then one shall be created on the same shift for that employee.

Existing eligible full time conventional employees who convert to GCFS will maintain their retiree benefits provided they meet the hours qualifier at the GCFS. Ongoing eligibility will be based on meeting the hours qualifier.

Letter of Understanding – Final Store Conventional, RCSS/GFS

In the event that a conventional Loblaws store is the last remaining conventional Loblaws store in an area, and that store is converted to a Franchise store or is closed, interested employees will be absorbed into nearby previously converted stores covered by the same collective agreement. Employees being absorbed, shall have the same options available to them as would an employee in a store converting to Great Foods. The Company shall have the right to balance full and part time employees between stores within the area.

Letter of Understanding – Back to Best Resolve Conventional

The parties agree to resolve the Back to Best grievance on the following basis.

- 1) Within two (2) weeks of ratification the Company will provide the current 94 Back to Best employees thirty (30) days notice that their Back to Best full time positions are being discontinued.
- 2) At the same time as the above notice is provided the Company will post within its Toronto seniority division 23 regular full time positions and 71 “Compressed” positions
- 3) The Company will require all 94 incumbents of the Back to Best positions to fill out a job posting bid sheet on which employees identify the jobs in which they are interested and the numerical order of their preference amongst those jobs. Any of these 94 incumbents may apply for any of the posted Regular or Compressed positions.

In addition, part time employees who at the time of the original posting of the Back to Best positions may have had more seniority than individuals who successfully applied for a Back to Best position may apply to the 23 Regular positions.

- 4) For the time that the 94 incumbents have been in Back to Best positions, they shall be credited with normal full-time seniority from the time that they commenced in these positions, except that when an incumbent who went directly from part-time to a Back to Best position is being compared in consideration for one of the 23 Regular postings with an employee who had greater seniority at the time the incumbent went into the Back to Best position, the incumbent shall be deemed for this purpose only to have accrued part-time seniority while in the Back to Best position.
- 5) In the event that an incumbent of the 94 Back to Best positions is not awarded one of the 94 posted, he or she may if otherwise entitled bump into a compressed position but may not bump into a Regular position. In the event that such an employee does not bump into a compressed position, he or she will be absorbed into an additional newly created compressed position. The Company shall not be obligated to create more than four (4) new compressed positions for the purpose of absorption.
- 6) In the event that the Company is required to create more than 71 compressed positions any additional positions shall be counted towards the Company’s commitment to create new full time positions under the renewal terms of the collective agreement.
- 7) All positions filled in accordance with this letter of Understanding shall be under the full time wage progressions applicable to full time employee hired prior to the ratification of the current collective agreement.

Bereavement Conventional

Article 21 – 21.01; And Appendix A – Article 1.23 - Amend by Adding” Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of the death.”

Bereavement RCSS/GFS

Appendices H and K, Article 22 – 22.01 And Appendices I and L, – Article 17 – 17.01 - Amend by Adding” Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of the death.”

Loblaw Supermarkets Limited and UFCW Local 1000A

Agreed to items as of September 11, 2010

Health and Safety

All matters related to health and safety are complete and agreed to as of September 11, 2010. The Sub-committee will determine the structure of the wording in the appendix.

Scheduling Sub-Committee

All matters related to Scheduling in the GF and RCSS appendices are complete and agreed to as of September 30, 2010.

Agreement of Scheduling Proposals

This document, references to LOBLAWS, RCSS/GF - UFCW Local 1000A

Implementation timelines and procedure

By November 21, 2010, the new scheduling procedure will be piloted in at least 6 Great Foods Stores or Superstores (RCSS) (2 stores represented by each Local). The remainder of the Great Food Stores and Superstores (RCSS) will be converted to the new scheduling procedure by no later than February 27, 2011. Senior Company and Union representatives will meet as required to ensure a successful implementation over the next few months.

Part Time Scheduling in Great Food and RCSS

Appendices I and L

Article 2 – Seniority

2.02(a) Amend to read – “Seniority shall be acquired and exercised on a departmental basis **on an individual location by location basis**. The departments are Grocery-Produce, Meat, Bakery, Service, Front End Service, Pharmacy, **and DSTM departments as determined elsewhere in this collective agreement**. Seniority shall begin after the employee's probationary period has been served.”

Article 7 – Hours of Work

Delete current (b), (c) and (d) and replace with:

(b) Hours of work shall be allotted according to seniority on a departmental basis as set out in 2.02(a) above according to a step down approach to scheduling provided the senior employee(s) has the necessary skill and ability and knowledge to perform the work and is/are available.

Departments of Ten (10) or More Part-Time Employees

Within each department of ten (10) or more part-time employees the senior-most 25% of part-time employees (rounded down to the nearest full number) will be eligible for a guarantee of twenty-eight (28) hours weekly provided that they meet the minimum availability plus one additional day for day employees or plus one additional evening for evening employees or plus one additional night for night employees per week. The Employer shall maintain the responsibility for determining the number, length and configuration of shifts within each department.

It is the Company's intention that the guarantee will be met; in cases where the hours are not available within one or more guarantee-eligible employee's skill, ability, knowledge and availability so as to enable the Company to satisfy the twenty-eight (28) hour guarantee, such employee will be given the option of accepting hours outside of his or her declared availability in order to receive the guarantee. Should the employee decline to work outside of his or her stated availability, it is understood that the employee may not receive twenty-eight (28) hours that week.

The number of employees eligible for the twenty-eight hour guarantee shall be calculated weekly based on the number of part-time employees to be scheduled in a given week. The employees so eligible shall be designated as such on the posted schedule.

The twenty-eight (28) hour guarantee may be reduced by four (4) hours during the week a statutory holiday or eight (8) hours during a week in which there are two statutory holidays, **only in cases where the store is closed.**

Beyond those employees entitled to a twenty-eight (28) hour guarantee the employer commits that it shall limit the step down/gap to a maximum of four (4) hours between employees. *Example: The first employee(s) below the guarantee- eligible employees on the schedule should be scheduled no less than 24 hours (provided such employee has not restricted themselves under (d) or article 7.06, or LOU 59.*

Subject to the guarantee as described above, there shall be no obligation to maximize the hours of individual employees within the department. Nor shall there be any right on the part of employees to select their shifts.

The assignment of shifts is at the discretion of the employer.

Departments of Less Than Ten (10) Part-Time Employees

The Employer commits that the senior-most part-time employee will be entitled to a guarantee of **twenty eight (28)** weekly hours provided that he or she meets the minimum availability plus one additional day for day employees or plus one additional evening for evening employees or plus one additional night for night

employees per week where practical having regard to the needs of the business. The Employer shall maintain the responsibility for determining the number, length and configuration of shifts within each department.

The twenty-eight (28) hour guarantee may be reduced by four (4) hours during the week of a statutory holiday or eight (8) hours during a week in which there are two statutory holidays, **only in cases where the store is closed.**

Subject to the guarantee as described above, there shall be no obligation to maximize the hours of individual employees within the department. Nor shall there be any right on the part of employees to select their shifts. The assignment of shifts is at the discretion of the employer.

Senior officials designated by the Union and the Company shall meet on an as required basis to discuss issues or concerns related to scheduling.

(c) Minimum availability is one of the following:

“Evening” employees must be available to be scheduled all of the following:

- a. a minimum of one (1) evening between Monday and Thursday
- b. Friday evening
- c. Saturday and Sunday (open to close)

Evening availability shall begin at 5 pm and shall conclude at store closing unless otherwise agreed between the store manager and the individual employee.

Or

“Day” employees must be available to be scheduled all of the following:

- a. a minimum of one (1) day between Monday and Thursday
- b. Friday day
- c. Saturday and Sunday (open to close)

Day availability shall begin at store opening and conclude at 6 pm unless otherwise agreed between the store manager and the individual employee.

Or

“Night” employees must be available to be scheduled all of the following:

- a. a minimum of one (1) night between Sunday and Wednesday
- b. Thursday night
- c. Friday night and Saturday night

Night availability shall be defined as **10** pm to 9 am unless otherwise agreed between the store manager and the individual employee.

Employees may provide additional partial-day or partial-evening availability. While there is no obligation on the part of the Employer to schedule employees during their partial-day or partial-evening availability the

Employer commits that a junior employee will not be scheduled more total weekly hours than a senior employee if this is a result of that junior employee working a shift for which the senior employee had indicated full availability and possessed the necessary skill, ability, and knowledge to perform the work.

In the event that a store moves to 24-hour opening, employees will be considered as meeting minimum availability as long as they indicate full availability for the opening or closing hours of operation (as applicable to their status as a “day” or “evening” or “night” employee) of their department as were in effect at the time of implementation of 24-hour opening.

(d) The Employer will consider requests for time off and such requests shall not be unreasonably denied.

Employees will notify the Employer of their choice of availability for work. Two (2) weeks notice will be required prior to the schedule being posted of any change to an employee’s availability.

Employees who meet minimum availability as described above may request a limit of hours to be scheduled on a weekly basis. The employees will notify the Employer if they are making such a request.

Letter of Understanding – RCSS and Great Food

Employees who, as evidenced in writing, were not required by the Company to meet the minimum availability requirements in place at their time of hire will not be required under the terms of the 2010 ratification scheduling amendments to change their availability. Such employee will be required to meet the amended 2010 ratification availability requirements associated with the twenty-eight (28) hour guarantee if they wish to be eligible for the guarantee.

Letter of Understanding– Grocery-Produce Seniority Department

It is understood that Great Food and RCSS part time employees within the Grocery-Produce seniority department will appear on only one schedule (ie. Produce or Grocery or Front End) and will only be scheduled to work in one department in a given week. This shall not limit any other rights under the collective agreement.

Delete Letter of Understanding regarding “Explicit Intent” as follows:

Delete LOU # 41

Letter of Understanding – RCSS and Great Food - Scheduling of DSTM Departments- Full time and Part time

The Company agrees that it will reduce the number of departments for scheduling purposes within RCSS/GF to the following 5 DSTM departments: Home & Leisure, Joe Fresh, Health & Beauty, Home Entertainment, and Optical. The Company shall be entitled to maintain one excluded department manager and one excluded assistant department manager for each pre-ratification department and for clarity this streamlining shall not limit in any way the Company’s right to determine the product/service makeup of departments within the store.

Where an employee presently works in more than one pre-ratification department and where those pre-ratification departments are not streamlined into the same post-ratification department such employee will have

the opportunity to select their future department. Where more than one employee in a store falls under this circumstance and where the decision of multiple employees would cause a staffing imbalance the Company shall maintain the ability to assign employees to their new department taking into account the seniority, availability, skill and ability and knowledge of all employees in the affected pre-ratification and post-ratification departments. The Company shall provide reasons for their final decision.

These changes shall be implemented within 6 weeks of the ratification of the collective agreement barring any unforeseen complications in which case senior designates of the Company and Union will meet immediately in order to jointly identify and implement solutions.

The employee(s) being moved shall have their seniority dovetailed with employees of the existing department.

Letter of Understanding –Loblaws, RCSS & Great Food Department Merger

Where the Company determines that it is operationally appropriate to merge existing food or DSTM departments the following protocol shall apply for Full time and Part time employees:

- 1) The Company shall provide the union and employees with 60 days notice.
- 2) Employees of the merging departments shall have their seniority “dovetailed” for all purposes.
- 3) At the time that departments are merged the Company will calculate the three (3) month average weekly hours of each employee. All employees will be assured this number of hours for three (3) months following the combining of departments provided that they maintain their availability as it was during the preceding three (3) months. In the event that the merger of departments occurs following a seasonal peak period (i.e. spring, Christmas) each employee’s weekly average hours will be calculated based on a three (3) month time period preceding the peak seasonal period. An employee on an approved leave of absence will have their hours assured for three (3) months following their return to work. Their average will be based on the three (3) months immediately preceding their leave subject to the same seasonal peak season considerations outlined above.

This protocol shall not apply to the ratification-associated streamlining of RCSS/GF DSTM departments.

Letter of Understanding –Loblaws RCSS & Great Food Significant Inter-departmental Product Movement

Where the Company determines that product sold in one department will be moved to another department and this movement of product is anticipated to result in a reduction of more than twenty (20) hours of work in a department the following protocol shall apply:

- 1) The Company shall provide the union with 14 days notice.

- 2) The Company will determine using its best judgement how many employees should be selected in reverse order of seniority and moved with the product to the department or departments that the product is being moved to.
- 3) An employee who is being moved will be provided a minimum of 1 weeks' notice and shall carry their full seniority to their new department.
- 4) The employee(s) being moved shall have their seniority dovetailed with employees of the existing department.

Letter of Understanding – Loblaws RCSS & Great Food - Temporary Movement of Employees Between Banners/Locals

UFCW Local 1000A, 175/633 and 1977 agree that Company requests to the Union Representative to temporarily move employees between banners or locals (where such movement is otherwise precluded by the collective agreements) will not be unreasonably denied. It is understood that such temporary movements are intended to address urgent operational needs and employees so moved shall continue to be covered by the terms of their home store's collective agreement. Such movement will occur having determined that no reasonable and expedient alternative exists to address the urgent operational need.

Appendices “I” (RCSS Part-Time) and “L” (Great Food Part-Time) – Article 7 – Hours of Work

7.01 (a) Amend end of paragraph by deleting the words “as far as possible” and replace with “**twenty four (24) hours in advance with the exception of force majeure circumstances**”.

Letter of Understanding – Loblaws RCSS & Great Food - Temporary Urgent Needs

Due to Temporary Urgent needs, employees may be required to temporarily perform work outside of their department. Employees will appear on the schedule of their own department only.

Letter of Understanding - RCSS & Great Food – Cross Format Seniority- Full time and Part time

The Company agrees that for the purposes of promotions and/or layoffs, employees shall be entitled to exercise their seniority across both Great Food and RCSS formats covered by their local's collective agreement. The Company agrees to provide the union office with a combined seniority list on a quarterly basis.

Letter of Understanding - Loblaws RCSS & Great Food – Class Hours Credit

Full time and part time employees who temporarily perform work outside of the bargaining unit (eg. maternity relief of a RCSS department head) shall upon the completion of such temporary assignment be credited with an appropriate number of class hours to recognize their work outside of the bargaining unit.

New Appendix –Loblaws RCSS & Great Food - “Compressed” Four Day Workweek

The Union and the Company have agreed to terms applicable to new “compressed” four day workweek full time positions. The premise of these positions is to increase full time coverage on weekends and evenings while at the same time providing employees the opportunity to work a compressed workweek.

i) The Company may introduce compressed full time positions within Loblaws RCSS or Great Food locations as it determines appropriate in the following circumstances:

- a. the Company adds a new compressed workweek full time position
- b. a vacancy occurs which the Company determines should be replaced using a compressed work week
- c. in the event that the Company wishes to convert a regular full time position to a compressed work week position they shall canvass by seniority within the department in the store which the intended compressed work week position would be used for an employee who is currently in a regular full time position and volunteers to convert to a compressed workweek position**

ii) These compressed positions may exist on night shifts or days/evenings. Each week employees in compressed full time roles will work four (4) shifts. The Company shall determine what length of shifts will be used to make up the normal workweek however no shift shall be scheduled to be longer than ten (10) paid hours.

The rotation shall be the following unless mutually agreed otherwise. The Company shall determine whether each compressed full time employee works on Monday or Thursday in weeks 2 and 3 of the rotation.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Off	Off	Off	Work	Work	Work	Work
Work	Off/Work	Off	Off	Off/Work	Work	Work
Work	Off/Work	Off	Off	Off/Work	Work	Work
Work	Work	Work	Work	Off	Off	Off

Normal rotation will resume following an employee’s vacation at the point in the rotation at which they left off.

iii) Notwithstanding any provision to the contrary in the collective agreement, appendices or letters of understanding all employees accepting a compressed full time role must volunteer to work Sundays on an ongoing basis while in the role.

- iv) For the purposes of these compressed full time roles, evening work for all days shall be defined as being after 8:00 p.m.. Notwithstanding any provision within the collective agreement, appendices or letter of understanding there shall be no other restrictions on the scheduling of compressed full time employees.
- v) Where a position is filled under i) a) or i) b) regular full time and part time employees may apply and will be selected by seniority provided they possess the required knowledge, ability and qualifications.
- vi) Regular full time employees may bump into a compressed full time position only if willing to fulfill the obligations of the compressed full time position on an ongoing basis and otherwise would bump regular full time positions in accordance with the terms of the agreement.
- vii) These positions for all purposes of seniority (other than as explicitly described otherwise within this appendix) shall be treated as would a regular full time position in the same department, performing the same work, on the same shift (ie. a compressed full time grocery clerk – nights and a normal full time grocery clerk – nights would be treated the same in the event of lay off).
- viii) The Company shall have the right to discontinue any compressed full time position upon sixty (60 days) notice whereupon an affected individual shall be entitled to bump in accordance with the provisions of the collective agreement.
- ix) For administrative purposes employees on a compressed work week may be placed on a standard weekly salary and shall consent to an overtime averaging permit should one be required in order to administer the compressed workweek as set out above in ii). The salary may be adjusted to account for absenteeism.
- x) **A Statutory Holiday will not interrupt the rotation outlined above. The employee will receive statutory pay based on their regular shift at the time of the statutory holiday occurs.**

New Language – Loblaws RCSS & Great Food – Full Time Night Crew Scheduling

Amend Conventional Article 17 – Night Shift – 17.03 (c) – delete and replace with the following language;

Amend Appendices “H” (Full-Time RCSS) and “K” (Full-Time GF) Article 10 – Hours of Work and Overtime – 10.02 (b) – delete and replace with the following language;

- 1) Night shift employees working eight (8) hour shifts shall be scheduled to work five (5) consecutive nights; however, this commitment may be satisfied within the basic work week or across two basic work weeks at the discretion of the Company. **Night shift employees who are working their hours across four (4) nights per week (not including compressed work week)** may be scheduled to work non-consecutive nights.
- 2) In either event, all night shift work shall commence work between the hours of **10:00 pm and 12:00 midnight (unless otherwise agreed between the store manager and individual employee)** and all full time night shift employees shall receive two (2) consecutive nights off each week subject to “**3)**” below. The Company shall have the right to determine whether an employees is scheduled five (5) nights or four (4) nights each week however commits to provide individual employees four (4) weeks’ notice of a change from one to the other.
- 3) Notwithstanding “**1)**” **above**; the Company may schedule nights of work and/or nights off non consecutively where necessary to provide the employee the Saturday off prior to commencing vacation, **or to satisfy the weekend off provision.**
- 4) **The Company agrees that it will schedule (by seniority) night shift employees working eight (8) hour shifts who wish to receive their nights of work consecutively within the workweek as such to the extent that this is possible based upon the available night shift work.**

This provision shall not apply to any employee for whom hours of work on Sunday are voluntary, unless there is mutual agreement between the Store Manager/Franchisee and the employee.

For payroll and scheduling purposes, a night crew shift commencing at any time up until and including midnight is considered to be a shift of the day in which the shift commenced and not the day in which the majority of the hours may fall (eg. a shift commencing at midnight Tuesday night is considered to be a Tuesday shift).

Conventional Stores – Full-time and Part-time Employees:

Health and Safety and Workers’ Compensation

New Appendix C – Health and Safety and Workers’ Compensation Covering All Employees

- 1) Relocate the following Letters of Understanding to NEW Appendix “C” covering full-time and part-time employees:
 - Letter of Understanding # 14 - # 4 with the exception of the last sentence;
 - Letter of Understanding 33

2) (b) Letter of Understanding # 21 – Delete - # 6 Female Employees and # 6 Male Employees Re: Shoes AND add to new Appendix “C” - “General Footwear” provision noted below;

(c) Amend Letter of Understanding # 51 and relocate to Appendix “C”

Part 1 – by adding the last 3 sentences (bolded below):

Joint Health And Safety Committee Training:

The Company agrees to allow two (2) worker members selected by the Union who currently have a minimum of one (1) year on a Joint Health and Safety Committee from each store to attend one (1) day of paid health and safety training per year conducted by the Union. It is agreed that the Union will provide to the Employer with a copy of all training material that will be covered prior to such training. The Company shall be advised of the date and time of the training sessions and be provided a list of all attendees a minimum of 4 weeks in advance. The Company reserves the right to attend. The Company agrees to ensure that attendees are available to attend this training.

Part 2 - By deleting balance of current list and replacing with the following bolded issues to be addressed and increase number on the committee representing locals from 1 to 2:

All Banner Provincial Joint Health and Safety Committee:

The Company agrees to a provincial Joint Health and Safety Committee covering all banners and bargaining units, covering Zehrs Markets, Loblaws Supermarkets, the Real Canadian Superstores (inclusive of Fortino’s Corporate Superstores) and Great Food stores, to review, discuss and address issues including the following:

- Checkstands
- Return to Work for WSIB related issues
- Communicable Diseases
- Bill 168 (prevention of Workplace Violence)
- Reusable bags
- Sanitation of PPE including Neoprene Gloves, Jacket and Seasonal Wear

The composition of the committee will be two (2) union representatives responsible for health and safety for each of the 175/633, 1000A and 1977 Local Unions and designated corporate health and safety representatives. The Committee shall meet three (3) times per year or more often as mutually agreed.

Add the following New Language to the new Appendix “C”:

- 3) The Company shall be governed by the Occupational Health and Safety Act and governing regulations in Ontario.
- 4) The Employer shall maintain sanitary arrangements throughout the unit, provide proper safety devices and give proper attention to the elimination of conditions which are a hazard to the safety or health of the employees.
- 5) First Aid kits shall be provided and maintained in the location.
- 6) General Footwear: Plain flat shoes with closed heels, toes, and hard soles are required. All shoes should be kept clean. For employees working in areas which are wet and/or slippery they must have shoes which have soles with good gripping capability. For clarity, no sandals, ballerina shoes/slippers will be permitted in the workplace.
- 7) Meetings:

The Joint Health and Safety Committees shall meet monthly or additional meetings as deemed necessary by the committees. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings.

- 8) **Advance Notice:**
The Company agrees to inform the stores joint health and safety committee in advance of all new equipment, process or chemical prior to the materials or change entering the workplace.
- 9) **Lockable Filing Cabinets:**
The Company agrees to supply (where it currently does not) for the use of the Joint Health and Safety Committee a lockable filing cabinet to be stored in an accessible location.

Amend Recognition clause of the main body of the CBA to reflect the addition of the New Appendices covering Health and Safety and Workers Compensation as follows:

Article 1 – Recognition

1.01 (e) – 2nd paragraph – Add Appendix M to the 2nd last sentence covering the list of appendices covering RCSS;

1.01(f) - Add Appendix M to the 2nd last sentence covering the list of appendices covering GF;

1.02 - Add Appendix M to the last sentence covering the list of appendices not covered by full-time employees in conventional stores;

1.03 - Add Appendix M to the last sentence covering the list of appendices not covered by full-time employees in conventional stores;

Real Canadian Superstore and Great Food Stores – Full-time and Part-time Employees: Health and Safety and Workers’ Compensation

New Appendix M – Health and Safety and Workers’ Compensation Covering All Employees

- 1) Relocate the following Articles and Letters of Understanding to NEW Appendix “M” covering full-time and part-time employees:

Appendices H and K:

Article 13 – Compensation;

Article 19 – Health and Safety with amendment noted under # 3 below; Article 24 – First Aid Kits;

Article 26.04 (part of Uniforms and Tools)

Appendices I and L:

Article 11- Workers’ Compensation;

Article 21 – Health and Safety;

Article 24 – Uniforms – Article 24.01 (last sentence only – and amended); and 24.02

Letter of Understanding:

LOU # 33 – Executive Joint Health and Safety Committee and Accident Rates

- 2) Delete the following Letters of Understanding:
LOU # 40 – Back Braces
LOU # 44 – Bi-monthly JH&SC Meetings (covered in # 3 below)
- 3) Appendices H and K, Article 19.03 (b) and Appendices I and L, Article 21.03(b) – Health and Safety – Amend from “bi-monthly” meetings to “monthly” meetings and relocate the full Article as amended to new Appendix “M”;

- 4) Amend Letter of Understanding # 51 - Health and Safety and relocate to new Appendix "M". Amendments are same as noted in 2(c) above covering Conventional Stores;

Add the Following new language to New Appendix M
- 5) General Footwear: Plain flat shoes with closed heels, toes, and hard soles are required. All shoes should be kept clean. For employees working in areas which are wet and/or slippery they must have shoes which have soles with good gripping capability. For clarity, no sandals, ballerina shoes/slippers will be permitted in the workplace.
- 6) Advance Notice:
The Company agrees to inform the stores joint health and safety committee in advance of all new equipment, process or chemical prior to the materials or change entering the workplace.
- 7) Lockable Filing Cabinets:
The Company agrees to supply (where it currently does not) for the use of the Joint Health and Safety Committee a lockable filing cabinet to be stored in an accessible location.

Amend the following Appendices to reflect the new Appendix M Covering RCSS and GF employees for Health and Safety and Workers Compensation:

Appendix H – RCSS FT

Amend Recognition clause as follows:

Article 2 – Recognition:

2.01(a) - Add Appendix M to the 2nd last sentence covering the list of appendices covering RCSS;

Appendix I – RCSS PT

Opening paragraph: Add Appendix M to the sentence covering the list of appendices covering RCSS part-time employees;

Appendix K – GF FT

Amend Purpose clause as follows:

Article 1 – Purpose

Article 1.01 – 1st or 2nd paragraph - Add Appendix M to the last sentence covering the list of appendices covering GF;

Amend Recognition clause as follows:

Article 2 – Recognition

2.01(a) - Add Appendix M to the 2nd last sentence covering the list of appendices covering GF;

Appendix L – GF PT

1.01 - Add Appendix M to the last sentence covering the list of appendices covering GF part-time employees;

Conventional

U2, U23) Add New to last sentence of 2.13 (b) "It is understood that these employees may not apply for bargaining unit positions while outside of the bargaining unit."

U3) Article 2.12 (a) Delete "physical fitness"

U16) New: Article 14.10 “Any employee who so desires it, shall have the right to review his personnel record in the presence of the Union Steward and a member of Management, upon making a request for same in advance. Such review is to take place at such time and place within the unit as may designated by Management.”

U18) Article 21.01 Add: Step-parent, step-child.

U31) Letter of Understanding #14 Delete (7) Female Attire.

Renew the Following Letters of Understanding:

- 1 Bookkeeper Postings
- 2 Job Postings, UI Insurance
- 3 Automobile accident
- 4 Temporary Assignments
- 5 Non-Pricing Items
- 6 Dental Care Insurance Plan
- 7 Work Standards
- 8 Retirement Benefits
- 9 Prescription and Drug Insurance Coverage
- 10 Job Opportunity Bulletins
- 11 Meat Apprenticeship Program
- 12 Bank or Financial Institution Kiosk
- 13 Floral Apprenticeship
- 14 Miscellaneous
- 15 Bakery Apprenticeship Program
- 16 Part-time Seniority New Location
- 17 Legal Remedy Third Party
- 18 R.R.S.P.
- 19 Limited Deli Counters Operated by Bakery
- 20 Cash Shortages
- 21 Uniforms
- 22 Continuation of Benefits for Spouse
- 23 Severance Allowance
- 24 Incumbent Positions
- 25 Photo Lab Technicision
- 27 Home Meal Replacement
- 30 Voluntary Resignation or Retirement
- 31 Stores Open on Statutory Holiday
- 32 Meat Department Conversions
- 34 Benefit Coverage
- 35 Orientation Booths
- 36 Joint Return to Work Committee
- 48 Hired in Corporate Stores
- 49 1201 Oxford St. London
- 58 Initial Staffing Real Canadian Superstore
- 62 Initial Staffing Great Food

RCSS/GFS

U36) Add New to last sentence of 7.12 (b) “It is understood that these employees may not apply for bargaining unit positions while outside of the bargaining unit.”

U47) Appendix H and K 7.11 (a) Delete “physical fitness”.

U40, U48) Add New to Article 10.02 (g) and Article 7 .01 (k) of Appendix “I” Grace Period (language to follow).

U57) Letter of Understanding #55 Delete “Handicap” and replace with “Front-end Service Clerk Program”

Renew the Following Letters of Understanding

- 1 Bookkeeper Postings
- 35 Orientation Booths
- 37/47 Make-up Time
- 42 Travel
- 43 Call in Hours (Additional Hours)
- 45 Dues and Initiation
- 46 Pharmacy (Separate Seniority Dept)
- 48 Hired at 2 Corporate Stores
- 49 Oxford St.
- 52 Garden Centres
- 54 Postings
- 55 Front End Service Clerk
- 58 Initial Staffing RCSS
- 62 Initial Staffing GFS
- 65 ASO

Housekeeping Items:

The Union made several housekeeping amendments to the collective agreement including updating language to current. For example:

Amended to “Pregnancy and Parental” from “Maternity and Paternity” for consistency with the Employment Standards Act in Article 4.03(a) of full-time Conventional;

Updated Resort Areas in Conventional Part-time Appendix A by deleting Collingwood and Peterborough;

Conventional Part-time Appendix A – amended terminology from U.I.C. Separation Certificate to Current of - “E.I. Record of Employment” ;

Appendix E – All Banners – Retirement Benefits – Article 2.18 – Amend by deleting “opposite sex” and replacing with “or same sex” regarding definition of spouse;

Appendix J – Benefits covering Full-time and Part-time employees – Vision Care – delete 1st bullet of “Services not paid for by vision care insurance as eye exam coverage up to \$60 was previously negotiated.