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# *Draft* **COLLECTIVE AGREEMENT**

between

**LOBLAWS SUPERMARKETS LIMITED,**  
relating to  
**LOBLAWS THE GREAT CANADIAN FOOD STORE**

and



**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION CANADA**

**LOCAL 1000A**

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**Effective Date: July 1, 2010**

**Expiry Date: July 1, 2015**

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Name .....

Store Name.....

Store # .....

Store Phone .....

Union Steward(s) .....

.....

Union Representative .....

Cell # .....

Email .....



# Notice to Members

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On October 2, 2010 your Union and the Company signed a Memorandum of Agreement to amend and renew the collective agreement for a further term of July 1, 2010 to July 1, 2015. This was later ratified by the membership effective October 6, 2010.

Throughout this document you may see text that is “grey scaled”. These areas of this document are issues that are outstanding at the time of printing.

# Together is Better.



Keep this booklet. It is an important legal document. This collective agreement sets out your wages, benefits and working conditions as a UFCW Canada Local 1000A member at your workplace.

Local 1000A is one of Ontario's oldest and most respected retail workers' unions. We've been negotiating and safeguarding workers' rights for over 60 years. We know you work hard. You deserve to be treated fairly.

This collective agreement sets out your rights, obligations and how to resolve disputes when they arise. It compliments government legislation such as the Employment Standards Act, the Occupational Health and Safety Act and the Human Rights Code.

This collective agreement was negotiated between your union and your employer. Members from your workplace were part of the negotiating team that guided your union negotiators during bargaining. The collective agreement must be enforced, or it has no meaning. Your union is there to help you with this. Read this agreement. If your rights are being violated we will defend you. That's our job and we're good at it. If you feel unfairly treated in any way, please do not hesitate to speak with your workplace Union Steward. Local 1000A Stewards are specially trained to assist you with job-related concerns. Your Steward also works closely with a full-time Union Representative on problems that cannot be easily resolved at the workplace level.

Above all else, remember that "union" means "sticking together." Please support your fellow members, as you would like to be supported. Help one another out. Patch up any differences quickly. Report any unsafe working conditions to your employer and joint health and safety committee to ensure you are able to work safely and look out for the safety of others.

Together is better, on or off the job.

A stylized, handwritten signature in black ink that reads "Pearl Sawyer".

Pearl Sawyer  
President, UFCW Local 1000A

# A Brief Explanation of this Booklet.

In addition to the “Notice to Members” at the beginning of this booklet, the following is a further explanation of this document.

**Table of Contents:** This is a guide for you when seeking the page number of specific contract language regarding your rights and/or entitlement(s) covering various topics. Full-time (FT) workers at Great Canadian Food Stores (GFS/GCFS) can find general contract language covering them in Appendix “K” while those who are part-time (PT) can find contract language covering them in Appendix “L”.

The Appendices and Letters of Understanding that apply are also indicated in the table of contents. The booklets covering those at Conventional Loblaws and the Real Canadian Superstore (RCSS) are separate and they include their specific Appendices and Letters of Understanding. In some cases specific Letters of Understanding and Appendices cover all of the three banners.

As a result the Appendices in this booklet are not necessarily in alphabetical order nor are the Letters of Understanding necessarily in numerical sequence.

**Collective Agreement:** This is a document outlining the terms and conditions of employment for workers at Conventional Loblaws stores, RCSS and GFS. It is a very large document of several hundred pages. For your convenience the sections relevant to you and your terms and conditions of employment at GFS has been reproduced in this booklet.

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# **Appendix “K”**

## **Great Canadian Food Store**

### **Full Time Employees**

#### **ARTICLE 1 – PURPOSE**

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

1.01 This Appendix shall set out the terms and conditions of employment of employees employed in its new Loblaw's Great Canadian Food stores opened after October 11, 2006. All matters relative to Loblaw's Great Canadian Food Store full time employees and their working conditions shall be contained in this Appendix and Letters of Understanding Nos. 1, 5, 8, 10, 12, 22, 26, 33, 35, 36, 37, 39, 40, 41, 44, 45, 48, 50, 51, 52, 53, 54, 56, 57, 61, 62, 63, 64, 65, 66, 68, 70, 71, 72, 73, 76, 77 and 78 and Appendices “B”, “E”, “J”, “M” and “N”.

1.02 This Appendix shall set out the terms and conditions of employment of Full time employees employed in its new Loblaw's Great Canadian Food Store stores.

#### **ARTICLE 2 – RECOGNITION**

2.01 (a) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaw's Great Canadian Food Store Stores in Ontario (excluding the Cities, Townships and store locations listed in Article 1.01 (a) above) below the rank of Store Manager, Assistant Store Managers (up to 4 per store), Cooking School Coordinator, Pharmacist and Regulated Pharmacy Technicians. All Matters relative to the Great Canadian Food Store employees shall be governed by Appendices “B”, “E”, “J”, “K”, “L”, “M” and “N” of this Agreement and Letters of Understanding Nos. 1, 5, 10, 8, 12, 22, 26, 33, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 46, 48, 50, 51, 52, 53, 54, 55, 56, 57, 59, 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78. These appendices and Let-

ters of Understanding shall be subject to the grievance and arbitration procedure.

(b) The Employer shall not enter into any agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively.

(c) From time to time, the Employer may establish new DSTM departments according to the following criteria:

- i) a new group of products or commodities are to be sold;
- ii) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

(d) The Employer will provide the Union with a list of the current DSTM departments in each store and will advise the Union prior to implementing any changes to those lists.

(e) The Department Managers, DSTM Managers and Assistant DSTM Managers will not perform work outside of the department that they are managing. The exception to this is that the department manager who is acting as the store manager when the store manager and assistant store managers are absent from the store may perform the functions normally performed by the store manager.

(f) The Employer agrees that for any violation of 2.01 (e) it will pay a penalty of one hundred dollars (\$100.00).

(g) It is understood the primary functions of the Assistant Store Manager are Managerial, training, coaching and performance management.

2.02 A full-time employee covered by this agreement shall be an employee who is normally scheduled to work forty (40) hours per week.

2.03 A part-time employee is one who is normally scheduled to work twenty-eight (28) hours or less per week. All terms and conditions of employment of part-time employees shall be governed exclusively by Appendix "L" of this Agreement.

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.

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 Grads' hours are separate and over and above from the store departments' allotment of scheduled hours. The Company further agrees to post the Grads' 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.

## **ARTICLE 3 – UNION SECURITY**

3.01 (a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.

(b) The Company shall require new employees to make application for membership in the Union at the time of their hiring.

The Company shall collect membership initiation fees as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.

The Company agrees to issue a letter to all new hires which will inform them that the workplace is a union shop and membership in the Union and payment of initiation fees and dues is compulsory.

(c) The Company agrees to deduct from the pay of each employee, as a condition of employment, such dues as may from time to time be set by the Union, and to forward the amount so deducted to the Secretary-Treasurer of the Union.

(d) The Company agrees to supply to the Union a report showing the annual Union Dues accumulation for each employee. The Company further agrees to record the annual Union Dues Deductions for each employee on his T4 form.

(e) The Company agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees, including their home address, starting date, store location, department and Social Insurance Number and phone number, separated in full-time and part-time.

3.02 The Company agrees to recognize officers, so designated by the Union, from each division and to grant them time off with pay as may be reasonably necessary to service any grievance or potential grievance. The company also agrees to recognize a Committee comprised of representatives of employees, designated by the Union, for the purpose of collective bargaining or negotiations with the Com-



pany. The Committee will be afforded the necessary time off, with pay, to attend such meetings with representatives of the Company.

3.03 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and unsigned employees and ensuring that the terms of this Agreement are being implemented. The interviewing of an employee shall be permitted after the appropriate management representative has given his consent, which shall not be unreasonably withheld.

3.04 The Company agrees to provide bulletin boards in each of its stores in a satisfactory place and agrees that the Union may post notices on such boards.

3.05 Union Meetings, Conventions, Division Surveys, which require staff to be absent from Company duties, shall not be held in the week before or the week in which a legal holiday falls.

3.06 The Union agrees to forward to the Company a listing of store stewards and their store and department locations, on a half-yearly basis.

#### **ARTICLE 4 – FUNCTIONS OF MANAGEMENT**

4.01 The Union agrees that the Company has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

4.02 The Union also agrees that the Company has the exclusive right and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Company in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.

4.03 The Company, therefore, retains all rights not otherwise specifically covered in this Agreement, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

## **ARTICLE 5 – DISCRIMINATION**

5.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, age or membership in the Union and the Employer agrees to abide by the Ontario Human Rights Code.

5.02 The Union and the Employer agree that locations covered by this collective agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

5.03 It is understood that the use of the masculine gender shall include the female gender.

## **ARTICLE 6 – SHOP CARDS**

6.01 It will be the duty of the Employer to prominently display Shop Cards in all their establishments wherein members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employee agrees to surrender same immediately upon demand by the Union.

## **ARTICLE 7 – SENIORITY**

7.01 Employees shall acquire seniority rights based on the length of service while in the bargaining unit, however such seniority shall only be exercised as provided herein.

7.02 Regular employees shall not acquire seniority rights during a probationary period of thirty (30) worked days of accumulated service in a period of six (6) months unless a longer period is mutually agreed upon by the Union and the Company and such agreement will not be unreasonably withheld. This shall be called the probationary period and shall apply to newly hired employees. However, if an employee is continued in employment after such period, seniority shall commence from the commencement of such continuous employment.

7.03 New full-time employees shall be documented and the documents forwarded to Head Office within two (2) weeks of hiring.

7.04 (a) In lay-offs, recall after lay-off and demotions, seniority shall be the governing factor, provided the senior employee has sufficient ability and qualifications to perform the work.

(b) Employees shall acquire and exercise seniority on a

departmental basis (Grocery-Produce; Meat; Full-scale Bakery; Service; Pharmacy) and job classifications within the Seniority Divisions as set out in Appendix "B" of this Agreement. The DSTM area shall be considered to be one department for the purpose of seniority. In matters of lay-offs, recalls after lay-offs and demotions, seniority will be exercised on the basis of departmental seniority and job classifications as above. Where an obvious imbalance in staff exists, the Union and the Company agree to discuss the problem.

In the event an imbalance (shortage or overage) of staff should exist in a given Department, the Company and Union may mutually agree to permanently transfer an affected employee to an alternate Department and transfer their seniority.

(c) (i) In the event of an inter-urban transfer of an employee, the most junior employee who is qualified and capable of performing the required work, shall be required to transfer to a maximum of 24 kilometers or 32 kilometers by mutual agreement between the Company and the employee concerned (store to store).

(ii) The company agrees to keep records of those employees who were required to transfer so that in the event vacancies arise in a location closer to home, the Company will endeavor to place these employees into these vacancies, on an individual basis as opportunities arise.

(iii) The Company must notify the Union Office at least 72 hours in advance of any employee transfers.

7.05 (a) In the case of lay-off, all probationary employees shall be laid off first, within their department.

(b) Should a further reduction in the work force be necessary, after probationary employees have been laid off, the regular employees shall be laid off within their departments. The demotion of persons in posted positions shall occur in accordance with the mechanics described in paragraph 7.05 (c) hereof. "Posted Job" shall mean those jobs set out in paragraph 8.06 of this Agreement. For non- posted jobs, lay-offs shall be on the basis of seniority within the seniority division, provided the senior employee has sufficient ability and qualifications to perform the available work.

(c) Staff Displacements due to Store Closings

(1) The following procedure will apply for anyone affected by a displacement: –

**Note:** For clarity reference to “the most recently named employee” refers to one position, that being the junior most position in the classification, unless otherwise noted.

(2) If a displacement is necessary as a result of a store closing, the employee affected shall have the right to displace the most recently named employee in his classification, in his municipality, or should he so elect, his seniority division, provided he has greater seniority in such classification.

(3) (a) In the event there is no one junior to them in their classification, or they elect not to displace someone junior to them in their classification, they shall have the right to displace the most recently named employee in the next lower rated classification, that they have sufficient ability and qualifications to perform, in their municipality or, should they so elect, their seniority division.

It is understood that employees in such posted positions under this procedure shall be bumped only once during a specific close-out.

(b) Notwithstanding (3) (a) if the affected employee is in a named position, one of the following may apply:

(i) If the employee was named from a non posted position or hired from outside the bargaining unit, they would have the right to displace the most recently named employee in a non posted position only if they possess greater seniority and have the ability and qualifications to perform the available work.

(ii) If the employee previously held a posted position within Loblaws or Supercentre, they will have the right to displace the most recently appointed employee in their former classification, in their municipality, or should they so elect, their seniority division.

It is also understood that an employee shall not have the right to displace the most recently appointed employee who is in the classification in question, on the same closing, as a result of being displaced under this procedure.

Where there is no municipal bump, the municipal bump will be replaced with a “regional bump”. For clarity an employee is deemed to not have a municipal bump when there is only one store within the municipality where the employee is being affected.

The regions would be defined as follows:

**Toronto Division:**

- a) Milton to Hwy 427 and North to Collingwood
- b) East side of Hwy 427 to Hwy 404, North to Yonge and Elgin Mills
- c) East side of Hwy 404 to Bowmanville

**Trenton Division:**

- a) Kingston
- b) Peterborough, Lindsay

(4) In the event that an employee accepts a lower rated position, their seniority in that lower rated position shall include not only the length of service spent in that position, but also the length of service that they accumulated in the higher rated position which they formerly occupied.

(5) It is understood that when a displacement occurs as a result of a store closing, the employee affected shall exercise their seniority rights as set out in this paragraph (c) in accordance with the following sequence of job classifications:

**Grocery-Produce Department**

- (1) Grocery Dept. Manager
- (2) Asst. Grocery Dept. Manager
- (3) Produce Dept. Manager
- (4) Asst. Produce Manager
- (5) Customer Service Mgr.
- (6) Bookkeeper
- (7) Back-up Bookkeeper
- (8) Dairy/ Frozen Manager
- (9) Receiver (Days)
- (10) Receiver (Nights)
- (11) Night Crew Chief (Night Manager)
- (12) Jr. Asst. Produce Mgr
- (13) Grocery- Produce Clerk,  
Asst. Night Crew Chief  
(Asst. Night Manager),  
Inventory Control Mgr., Floral Mgr.  
and Natural Value Mgr.
- (14) Cashier, Service Clerk

**Meat Department**

- (1) Meat Dept. Mgr.
- (2) Asst. Meat Dept. Mgr.
- (3) Meat Cutter
- (4) Meat Clerk

**Pharmacy Department**

- (1) Pharmacy Assistant

**Service Department**

- (1) Deli/ HMR Manager
- (2) Seafood Manager
- (3) Meat Cutter
- (4) Deli Service Clerk

**DSTM Department**

- (1) DSTM Mgr.
- (2) DSTM Clerk

## **Bakery Department**

- (1) Bakery Department Manager
- (2) Assistant Bakery Manager
- (3) Baker (scratch)
- (4) Production-Decorator, Cake Decorator
- (5) Bakery Service Clerk

In the Grocery-Produce department's 11th and 13th classification, all persons will be given their bumps by seniority as per the current practice, however, the first bump for each of the Night Crew Chief (Night Manager), Inventory Control Manager, Floral Manager and Natural Value Manager shall be the most recently named employee in their respective job title in the municipality, or should he so elect, his seniority division, provided he has greater seniority in such job title. The second bump for each of the Night Crew Chief (Night Manager), Inventory Control Manager, Floral Manager and Natural Value Manager would be as per the current practice.

An employee will give their decision to the Company within 48 hours of being given their individual options. If the employee fails to give their decision within 48 hours, they will be deemed to have taken their first bump under the collective agreement. It is understood that requests for extensions to this timeline shall not be unreasonably denied.

For greater clarity, it is understood that persons classified in non-posted positions shall not displace persons in lower rated classifications unless they possess greater seniority and have sufficient ability and qualifications to perform the available work.

It is understood that employees in such non-posted positions under this procedure could be bumped more than once during a specific close-out.

(6) Night Shift employees displaced as a result of the discontinuance of the Night Shift will displace the most recently appointed employees within the classification within the municipality, provided they have sufficient ability and qualifications to perform the available work.

(7) The Company has agreed to keep a record of employees, who have been required to move to other municipalities due to store closures and deal with on an individual basis, as to opportunities to return to their original or closer municipalities as vacancies arise.

(8) Welfare benefit coverage will continue for laid-off full-time employees for a period of twelve (12) months following date of lay-off, provided the employee does not receive severance pay or becomes employed elsewhere.

(d) The most junior employee or employees displaced in any seniority division may be given the opportunity, if agreeable to both parties and if vacancies exist, to transfer to another seniority division and shall carry his seniority to his new seniority division.

(e) Recalls and re-instatements to higher classifications shall be affected in the reverse order to which employees were laid off or reduced in job classifications, provided however, that recalled employees have sufficient ability and qualifications to perform the work required. Where there are employees still to be recalled or reinstated to higher classifications in their seniority division, in accordance with this Article, the Company shall not be required to post vacancies under Article 8 of this Agreement. Any vacancies in these circumstances shall be filled by employees awaiting recall or re-instatement to higher classifications.

(f) An employee who is demoted from a posted position as a result of a store closing, shall be eligible for a period of eighteen (18) months from the date of his demotion for recall to that classification from which he was demoted. Recall rights for any such persons who were demoted prior to the date referred to herein, shall not be limited.

(g) Full-time employees who are laid off or who voluntarily terminate from the full-time payroll shall, if they so desire, be placed on the part-time call-in list based on the length of their accumulated full-time and, if applicable, part-time uninterrupted service with the Company and shall be given preference for available part-time work insofar as that length of service entitles them. Such employees shall be eligible for vacation entitlement based on that length of service. Such employees shall receive the lesser of their full-time hourly rate at the time of their lay-off or resignation or the end rate in the part-time wage progression. Paragraph 7.09 (i) of this Agreement shall apply to such employees who were laid off from the full-time payroll and who accepted part-time employment.

(h) In cases of lay-off and recall the principle of seniority shall govern provided the senior employee has the ability and qualifications to perform the job. Employees with less than one year's service at a location will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one

(1) year's service at a location will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Such notice or pay in lieu of notice shall be credited towards the employee's entitlement to same pursuant to the applicable provisions of The Employment Standards Act.

(i) Full-time employees that are laid off will be first offered the opportunity to go to a new store or may elect severance payment in addition to The Employment Standards Act of Ontario equal to one (1) week's pay for each year of service to a maximum of \$5,000.00 (five thousand dollars).

7.06 An employee who notified the Company of his intention to terminate his employment shall be permitted to work for one (1) week subsequent to such notice, provided his work continues to be satisfactory, or the Company may choose to pay the employee one (1) week's pay subsequent to the notice and terminate his employment.

7.07 Promotions shall be affected in accordance with Article 8 of this Agreement. A probationary period of thirty (30) worked days shall apply to promotions unless a longer period is mutually agreed upon by the Union and the Company and such agreement will not be unreasonably withheld.

7.08 (a) No employee shall be temporarily or permanently transferred or temporarily assigned to perform work, from one seniority division to another without the consent of the Union, which consent shall not be unreasonably withheld. Where the Union agrees to a permanent transfer, the employee shall be entitled to transfer his seniority to his new division.

(b) No employee shall be required to accept a transfer beyond his bargaining unit set out herein, without his consent.

(c) Consideration shall be given to a person's seniority when temporarily transferring employees.

(d) No Union steward shall be transferred because of his activity on behalf of the Union.

7.09 The seniority rights of an employee shall be terminated and the employee shall be terminated from the Company if the employee:-

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged for cause;



(c) is absent from work for more than three (3) working days without reasonable cause and without having obtained a prior leave of absence;

(d) is absent from work for more than three (3) working days because of sickness or disability without having notified the Company, unless his failure to notify the Company is for reasonable cause;

(e) is absent from work because of sickness or disability for more than three (3) working days and fails, without reasonable cause upon his return to work, to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability, when so requested by the Company. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;

(f) fails to return to work after a lay-off within seven (7) days after notice of recall has been forwarded by registered mail to his last address on file with the Company;

(g) fails to return to work upon the conclusion of a leave of absence without reasonable cause;

(h) fails to take a medical examination by a duly qualified medical practitioner when directed to do so by the Industrial Relations Department of the Company;

(i) is not recalled when laid off due to lack of work, his name shall be retained on the seniority list for a minimum of six (6) months, up to a period of time equal to his seniority at date of lay-off, up to a maximum of eighteen (18) months.

7.10 (a) Seniority records will be made available to the Secretary-Treasurer of the Union on a quarter annual basis.

(b) The Company agrees to forward to the Union Office listings of all Starts and Lefts on a monthly basis for the preceding month, and permanent transfers on a weekly basis.

7.11 (a) If employees are absent from work because of sickness, pregnancy leave or disability, they shall not lose seniority rights except as provided in paragraphs 7.09 (d) and (e) of this Agreement. When such employees return to work, they shall be returned to the position that they held prior to their absence, provided that they possess the ability to perform the requirements of the job. It is understood that in these circumstances such an employee shall displace the most recently appointed employee in the classification in question in

the municipality. It is further understood that employees displaced by an employee returning from sickness, pregnancy leave or disability shall have the right to displace the most recently appointed employee to the classification in the Seniority Division or return to their former position and shall have their rate of pay maintained, if applicable for an eight (8) week period.

(b) The Company agrees that it will recognize the accumulation of the seniority of an employee who is absent from work due to sickness, accident or compensation upon his return to work.

7.12 (a) Notwithstanding Article 7.12 (b) below, persons in the position of Store Manager as of September 26th, 1976, who were previously employed in the bargaining unit, will maintain bargaining unit seniority based on their length of service within the bargaining unit within the seniority division from which they were originally promoted.

(b) Anyone in or promoted to a Management position will continue to accumulate bargaining unit seniority rights within the Union seniority division from which he is promoted, for six (6) months following his promotion, after which time he shall have no bargaining unit seniority rights. It is understood that these employees may not apply for bargaining unit positions while outside of the bargaining unit.

(c) Persons outside the bargaining unit returning to the bargaining unit shall return to a position no higher than their former position in the bargaining unit.

(d) Any person returning to the bargaining unit shall return to the seniority division from which he was promoted.

(e) Any person returning or transferring to the bargaining unit shall not cause the demotion or lay-off of any bargaining unit employee.

(f) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall.

7.13 Demoted employees shall have their rate of pay maintained for eight (8) weeks, except where an employee is demoted for disciplinary reasons. In the event of a disciplinary demotion, the employee shall be paid the rate of the job to which he has been demoted.

7.14 In the event two (2) or more employees are hired on the same date the employee whose information was keyed into the system the earliest will be deemed to be the most senior employee.

## **ARTICLE 8 – JOB POSTING**

8.01 When a vacancy occurs in any job (which is below the level of Department Manager) which is likely to remain open for over thirty (30) days (or such longer period as the parties may mutually agree) notice of such vacancy shall be posted within eighteen (18) working days of the vacancy arising and shall remain posted for seven (7) working days on the bulletin board or boards provided on the premises for that purpose. The Company shall provide the Union with a copy of each vacancy posted.

All notices of vacancies shall designate the classification of the job vacant. The rate of pay shall be determined from the schedule of wages herein.

It is understood that in the event that there is an additional employee available in the appropriate classification, who returned to the bargaining unit in accordance with the provision contained in subparagraph 7.12(e) and a vacancy occurs subsequently in that classification, such a vacancy shall not be posted.

It is further understood that the Company will not be required to post vacancies in newly opened stores and where vacancies arise from a pregnancy leave of absence. Employees may be transferred from other stores in the seniority division to fill positions in the newly opened stores. However, vacancies arising from the transfer of employees to the newly opened stores shall be posted in the seniority division.

The Company agrees to offer job training opportunities for posted positions to interested full-time employees with sufficient seniority, ability and qualifications to warrant such training.

8.02 (a) Any employee in the seniority division may apply in writing for such job within the time limit specified above. The Company shall provide the necessary forms which will be in duplicate. One copy shall be signed by the Company official and returned to the employee. The Company agrees to supply the Union with a list of applicants for all posted jobs.

(b) An employee who transfers to another seniority division in accordance with paragraph 7.08(a) shall not be entitled to apply for

any posting in his new division for six (6) months, unless there are no other applicants for the job.

8.03 The Company shall, within five (5) working days after notice has been posted for seven (7) working days, post on the same bulletin board the name and length of service of the successful applicant. If no application is made for the job, the Company shall post the notice of vacancy in all other divisions within five (5) working days. This notice of vacancy shall be posted for seven (7) working days. The Company shall, within five (5) working days after such notice of vacancy has been posted for seven (7) working days, post on the same bulletin boards the name and length of service of the successful applicant. Such successful applicant shall be given seniority in the position as of the day following the date upon which he is selected by the Company as the successful applicant. In the event a Job Posting is not filled following a province wide posting, the job will be posted as a Job Opportunity for part-time employees within the division where the vacancy exists. If no applications are made, the Company shall then be free to choose an employee who did not apply for such job and is willing to accept it.

8.04 Where the senior employee has relatively equal ability and qualifications for the vacancy in relation to other applicants in the seniority division in which the vacancy occurs, he shall receive the promotion. For the purpose of this paragraph, the senior employee shall mean the employee with the most continuous length of service within the bargaining unit with the Company.

Where, in the opinion of the Company, the senior employee does not have relatively equal ability and qualifications for the vacancy in relation to other applicants in the seniority division in which the vacancy occurs and the Company wishes to choose a less senior employee, the Company will make its wish known to the Union. Should the Union wish to make representations to the Company concerning the Company's wish, the Union must do so within five (5) working days and the Union and the Company agree to meet to discuss the Company's wish. If thereafter this question is unresolved, it may be made the subject of a grievance.

It is agreed that discussions will not be held with employees with the view of persuading them to withdraw their application or not applying for a job posting.

8.05 Any employee who applied for the job and was not chosen may, within five (5) working days after the successful applicant has been declared, register a protest to the Union in writing.

In the event that the protest is brought to the Company's attention, the Company agrees to discuss with the Union and the employee the question of the employee's ability and qualifications with a view to improving the employee's opportunity for future postings. If thereafter this question is unresolved, it may be made the subject of a grievance.

8.06 Jobs to be posted shall be as herein defined:—

**Grocery Department**

Asst. Grocery Dept. Manager

Back-up Bookkeeper

Assistant Night Manager

Receiver (Days)

Receiver (Nights)

**Produce Department**

Asst. Produce Dept. Manager

Jr. Asst. Produce Dept. Manager

**Bakery Department**

Assistant Bakery Dept. Manager

**Meat Department**

Assistant Meat Dept. Manager

When a job vacancy for an Assistant Bakery Dept. Manager occurs, such vacancy will be posted in Bakery Departments only and will be available to Bakery Department employees only within that Seniority Division.

8.07 For any new hires, job postings or appointments, a three (3) month probationary period shall be served. If additional training is required for the incumbent such training or extension of the probationary period will not be unreasonably withheld by the Company. In the event that a candidate is not successful in completing the probationary period, they shall return to their former position with no loss of seniority. Further, the Company will endeavor to move the full time employee closer to home as opportunities arise. For clarity a part time employee who does not successfully complete their probationary period shall return to their former position and store.

8.08 When an employee in an appointed position who was appointed from a part-time position or was a new hire applies for a posted position of full-time opportunity they will be considered for the full-time position as having part-time status and seniority (original hire date) when determining the successful applicant. For clarity, the analyst is an appointed position.\*

8.08 Appointment of Unionized Department Managers

The Company will post a notice of interest regarding Depart-

ment Manager vacancies in order that employees may indicate their interest in obtaining a Department Manager position. In the event an employee is not awarded the position, the Company will meet to review how that employee could improve their opportunity for future postings. For clarity, it is understood that unionized department manager vacancies or new unionized department manager positions will be appointed at the sole discretion of the Company.

## **ARTICLE 9 – TRANSPORTATION**

9.01 (a) In a Regional Municipality, an employee who reports to the store to which he is scheduled and who is temporarily transferred to a second store in that Regional Municipality during that day, will receive a transportation allowance at the rate of forty cents (.40) per kilometer, with a minimum kilometer/mileage re-imbursement of four dollars (\$4.00), payable by the store from which he is temporarily transferred.

(b) In the case of an inter-urban or inter-community temporary transfer, the employee shall be paid transportation allowance at the rate of forty cents (.40) per kilometer with a minimum kilometer/mileage reimbursement of four dollars (\$4.00), as well as a meal allowance of three dollars (\$3.00).

Such an employee who is required by the Company to stay overnight in the second community, shall receive reasonable accommodation expenses in accordance with the Company's current approval practice, as well as a meal allowance for each day or part thereof, as follows:–

Breakfast – \$3.50

Lunch – \$4.00

Supper – \$7.50

The accommodation expenses and meal allowances referred to in this paragraph shall be paid by the store to which the employee is temporarily transferred.

It is understood that this provision will not be applicable where the store to which the employee is temporarily transferred is closer to the employee's residence than his home store.

(c) When an employee is required by the Company to depart from his normal work location on an errand, he shall receive a transportation allowance at the rate of forty cents (.40) per kilometer with a minimum kilometer/mileage reimbursement of four dollars (\$4.00).

(d) Transfers in excess of twenty-four (24) kilometers (store

to store) will be on a voluntary basis, except in the case of sickness, accident or vacation. In the event an employee agrees to a temporary transfer in excess of twenty-four (24) kilometers (store to store), he shall receive a transportation allowance at the rate of forty cents (.40) per kilometer with a minimum kilometer/mileage reimbursement of four dollars (\$4.00).

It is understood that multiple transfers of less than twenty-four (24) kilometers (store to store) will not occur to avoid the application of payment of kilometer/mileage referred to above.

(e) Travelling time shall be paid for all temporary transfers of more than seventy-five (75) kilometers or to attend mandatory meetings or training sessions of over seventy-five (75) kilometers. Payment shall be made at the straight time hourly rate.

9.02 In the event car pools can be arranged, only the driver will receive the kilometer/mileage allowance referred to in paragraph 9.01.

9.03 When planning store transfers within the Metropolitan area, the Company agrees to take into consideration the location of an employee's residence.

## **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

10.01 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Store Manager, Relieving Manager or Supervisor, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Manager or Supervisor can call him relative to his absence.

10.02 (a) The basic work week for full time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours duration or four (4) days of ten (10) consecutive hours. The basic work week for full time employees shall be worked Sunday through Saturday.

(b) (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 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).

10.03 (a) Overtime at the rate of time and one-half (1 1/2) the regular hourly rate will be payable after eight (8) hours in a day or ten (10) hours for four (4) days/week scheduled and forty (40) hours in a week for full-time employees.

(b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays. In the event the store is open for business an employee who is scheduled to work on the Civic holiday shall be paid straight time rate of pay.

(c) Sunday work is not voluntary and is part of the work week.

(d) Unscheduled overtime shall be offered by seniority and availability at the time the overtime is required, first to employees



currently performing the work and then on a call-in basis to the rest of the bargaining unit. The Employer agrees to accept valid reasons for an employee who refuses to work overtime.

(e) Employees who work authorized overtime shall be granted a paid fifteen (15) minute break upon completion of two (2) hours of overtime and further paid fifteen (15) minute breaks upon completion of each subsequent two (2) hours of overtime work performed.

(f) The Employer will make a reasonable effort to give employees a minimum of two (2) hours' notice when overtime is required.

10.04 During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one half (1/2) hour unpaid meal period, scheduled at the midpoint of each half shift and the midpoint of the daily shift. The Employer shall post a schedule of hours of work by 12:00 noon on Thursday and a Steward shall be given a copy of the work schedule. Full-time employees will receive twenty-four hours' notice of any change in scheduled hours.

10.05 (a) Employees will not be scheduled to work more than two (2) evenings each work week for customer shopping convenience unless by mutual consent. An employee will be considered as having worked an evening when scheduled beyond 6:00 p.m.. A full time employee who is scheduled to work until 6 p.m. or later on Sunday, this will be deemed to be one of the two evenings worked per week.

(b) Night shift employees must have a minimum of two (2) consecutive days off per week.

(c) Day shift openings shall be offered to the most senior night shift employee provided they have the ability and qualifications to perform the work.

10.06 (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.

10.07 Employees will have a minimum of ten (10) hours off between the end of their regularly scheduled shift to the commencement of their next regularly scheduled shift unless by mutual consent.

10.08 THE FOLLOWING PROVISIONS SHALL BE INCLUDED IN THE COLLECTIVE AGREEMENT RELATING TO SALARIED DEPARTMENT MANAGERS:

The following classifications shall be considered as salaried employees: Grocery Manager, Customer Service Manager, Inventory Control Manager, Produce, Meat, Bakery, Hot Deli Manager, Cold Deli Manager, Dairy/Frozen Manager, Night Crew Manager, Deli Manager, Natural Value Manager, Bookkeeper, Seafood Manager, Floral Manager, Photolab Manager, Holy Smokes Manager, Bean Roast Manager, HBC Manager, DSTM Manager.

All salaried employees shall be scheduled off one Saturday and Sunday in 5 weeks unless by mutual agreement.

Notwithstanding Articles relating to Paid Holiday, Hours of work, and Overtime the following application for time off for statutory and extra hours will apply.

i) When a salaried employee works 5 days in the week of a Statutory Holiday, he will receive equal time off for time owing.

When a salaried employee works 5 days in the week of a Statutory Holiday and he works on the statutory holiday, he will receive his salary plus an additional 2 days pay.

ii) When a salaried employee works 6 days in the week of a Statutory Holiday and he works on the statutory holiday, he will receive his salary plus equal time owing for 1 day and 2 days pay.

iii) When a salaried employee is scheduled to work more than forty (40) hours, he receives equal time off for time owing.

iv) When a salaried employee has to work on his/her scheduled day(s) off, he/she receives equal time off for time owing.

v) It is agreed that when granting time owing, it is scheduled in consultation with the Store Manager.

vi) When a salaried employee works more than forty (40) hours in a week, he/she will receive time owing for time worked. Where possible, time owing should be given within that week or within three (3) weeks, to avoid the accumulation of hours.

vii) All extra hours worked by salaried employees must be authorized by the Store Manager and/or his designate.

Night Shift Premium is not applicable for the Department Managers.

## ARTICLE 11 – STATUTORY HOLIDAYS

11.01 (a) The following holidays shall be recognized as legal holidays:

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

(b) To qualify for pay for a legal holiday, the employee must have completed his probation period and worked his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Manager or his designate to be absent on one of the qualifying days. An employee who is absent their scheduled shift before and/or after a statutory holiday will be paid, if they would otherwise have qualified for pay, provided they produce a medical certificate from a medical practitioner certifying that they were unable to carry out their duties on the day(s) in question. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within ten (10) days of the holiday. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday.

(c) During the week in which one (1) statutory holiday falls, the employee will be paid time and one-half (1 1/2) for all hours worked in excess of thirty-two (32) hours or 30 hours where the employee is scheduled to work four (4) days of ten (10) consecutive hours. During the week in which two (2) statutory holidays fall, the employee will be paid time and one-half (1 1/2) for all hours worked in excess of twenty-four (24) hours or 20 hours where the employee is scheduled to work four (4) days of ten (10) consecutive hours.

(d) Employees will be given a minimum of forty-eight (48) hours' notice if they are required to work on a statutory holiday. In no case will an employee be required to work less than four (4) hours on a statutory holiday when scheduled to work.

11.02 In the event a holiday falls on a Sunday, the next work day shall be recognized and paid as a holiday. In the event that day is also a holiday, the next work day shall be recognized and paid as the holiday.

## ARTICLE 12 – VACATIONS

12.01 (a) Vacation entitlement with pay will be calculated on each year of full time service.

(b) An employee with less than one (1) year of full time service shall receive vacation in accordance with the Employment Standards Act.

(c) An employee with more than one (1) year of full time service but less than five (5) years shall receive vacation pay of 2 weeks pay or 4% whichever is greater.

(d) An employee with more than five (5) years of full time service but less than ten (10) years shall receive vacation pay of 3 weeks pay or 6 % whichever is greater.

(e) An employee with more than ten(10) years of full time service but less than seventeen (17) years shall receive vacation pay of 4 weeks pay or 8% whichever is greater.

(f) An employee with more than seventeen (17) years of full time service shall receive vacation pay of 5 weeks pay or 10% which-ever is greater.

(g) For purpose of clarity a week's pay shall be calculated based on their hourly rate at the time the employee goes on vacation. The percentage payment referred to throughout this Article shall apply to wages earned during the previous financial year excluding any vacation pay paid in respect of that period.

(h) Where an employee is absent (which shall not include maternity leave) and such absence is longer than three (3) weeks then that employee's vacation shall be paid at their applicable percentage. Where the employee is absent for more than one year they shall not be entitled to any vacation pay.

(i) An employee who is terminated or quits shall receive vacation pay based on their applicable percentage less any vacation pay already paid.

(j) Prior to going on vacation an employee will be advised of his/her first scheduled shift upon the completion of his/her vacation.

(k) Vacation pay shall be granted to the employees as if they were working said vacation period.

12.02 The employer agrees to take seniority into consideration in

preparing vacation schedules. Each store will by March 1st, in each calendar year, post a vacation schedule listing the employees in order of seniority. An employee must submit his/her request for preference on vacation dates covering complete vacation entitlement by March 15th, in order that the employer may finalize and post the vacation schedule by no later than April 15th. However, seniority shall not apply if the employee fails to make his/her selection before March 15th. The Employer shall at all times be entitled to maintain a sufficient and qualified workforce.

The Company will post the finalized full time vacation schedule in each department.

Vacations cannot be carried over from one year to another, but must be taken within the calendar year.

Employees who request the Saturday off prior to commencing vacation shall be granted the time off.

12.03 When a statutory holiday as defined in Article 11.01(a) occurs during an employee's vacation period, such employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay as follows:

(a) Wherever possible, the extra day is to be taken in conjunction with vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.

(b) In certain instances, the employee may wish to defer the extra day.

(c) Arrangements under this section are to be completed prior to the commencement of the employee's vacation period and shall be by mutual consent between the employee and the Company.

## **ARTICLE 13 – GRIEVANCE AND ARBITRATION**

13.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

13.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Company, if necessary. Such grievances shall be processed as follows:

### **STEP ONE:**

Between the employee concerned, his Union representative and the Store Manager. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Stage. The Store Manager shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and notice of appeal filed within six (6) working days from the Store Manager's decision.

### **STEP TWO:**

Between the employee concerned, the Union representative, the Store Manager, the District Manager and/or their delegates. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Company at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be filed in writing with the Head Office of the Company within one (1) week of the decision of the Company at STEP TWO.

### **STEP THREE:**

The grievance shall be forwarded to the Head Office of the Company, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

13.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Company may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

13.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

13.05 The Company or the Union may file grievances commencing

at STEP THREE. If an Arbitration Board finds that the Company or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Company or the Union or any employee affected by the violation.

13.06 The time limits as prescribed above may be modified by mutual agreement of the parties.

### **ARBITRATION**

13.07 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at that Step. The party requesting Arbitration shall advise the other party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party.

If the two nominees are unable to agree upon the choice of a third member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the nominee appointed by it and will share equally the expenses of the Chairman of the Board of Arbitration.

The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

13.08 The parties agree that an Arbitration Board shall have the power to award compensation or damages to any party who, or employee, who is dealt with contrary to the provisions of this Agreement.

## **DISCHARGE AND DISCIPLINE**

13.09 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in an endeavor to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the Company's decision or by re-instating the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it.

(b) The Company agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward or Union Area representative shall be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee.

13.10 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Union Office, within seven (7) days of the incident giving rise thereto.

(b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding or any grievance settlement procedure in which the employee is involved.

(c) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than one (1) year, shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding or any grievance procedure in which the employee is involved.



## ARTICLE 14 – WAGE SCHEDULE

14.01 (a) The following wage schedule shall apply based upon length of continuous service.

### Unionized Department Manager Salary

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

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
Start	\$788.40			
12 months	\$814.00			
24 months	\$839.60			
36 months	\$893.20	\$903.20	\$913.20	\$925.20

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

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
Start	\$634.80			
12 months	\$679.60			
24 months	\$724.40			
36 months	\$797.20	\$807.20	\$817.20	\$829.20

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

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
Start	\$624.80			
12 months	\$669.60			
24 months	\$714.40			
36 months	\$787.60	\$797.60	\$807.60	\$819.60

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
<b>CUSTOMER SERVICE DEPARTMENT</b>				
BACK-UP BOOKKEEPER	18.80	19.05	19.30	19.60
<b>MEAT DEPARTMENT</b>				
ASST. MEAT MANAGER	21.69	21.94	22.19	22.49
<b>MEAT CUTTER</b>				
Start	11.36	11.36	11.36	11.36
6 mos.	12.95	12.95	12.95	12.95
12 mos.	14.54	14.54	14.54	14.54
18 mos.	16.13	16.13	16.13	16.13
24 mos.	20.88	21.13	21.38	21.68
<b>MEAT CUTTER (NIGHTS)</b>				
Start	12.36	12.36	12.36	12.36
6 mos.	13.95	13.95	13.95	13.95
12 mos.	15.54	15.54	15.54	15.54
18 mos.	17.13	17.13	17.13	17.13
24 mos.	21.88	22.13	22.38	22.68
<b>PRODUCE/GROCERY DEPT.</b>				
ASST. PRODUCE MANAGER AND ASSISTANT GROCERY MANAGER	19.41	19.66	19.91	20.21
ASSISTANT NIGHT MANAGER	20.41	20.66	20.91	21.21
JR. ASST. PRODUCE MANAGER	18.80	19.05	19.30	19.60
RECEIVER	18.80	19.05	19.30	19.60
RECEIVER (NIGHTS)	19.80	20.05	20.30	20.60
ANALYST	18.80	19.05	19.30	19.60

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
<b>GROCERY-PRODUCE, DELI, MEAT, CASHIER, BAKERY SERVICE, DSTM CLERKS PHARMACY ASSISTANT/CLERK**</b>				
Start	10.25	10.25	10.25	10.25
6 mos.	11.30	11.30	11.30	11.30
12 mos.	12.60	12.60	12.60	12.60
18 mos.	13.90	13.90	13.90	13.90
24 mos.	18.35	18.60	18.85	19.15
<b>CLERK (NIGHTS)</b>				
Start	11.25	11.25	11.25	11.25
6 mos.	12.30	12.30	12.30	12.30
12 mos.	13.60	13.60	13.60	13.60
18 mos.	14.90	14.90	14.90	14.90
24 mos.	19.35	19.60	19.85	20.15
<b>BAKERY DEPT. (SCRATCH)</b>				
<b>ASST. BAKERY MANAGER</b>	19.98	20.23	20.48	20.78
<b>BAKER</b>				
Start	11.36	11.36	11.36	11.36
6 mos.	12.53	12.53	12.53	12.53
12 mos.	13.70	13.70	13.70	13.70
18 mos.	14.87	14.87	14.87	14.87
24 mos.	19.19	19.44	19.69	19.99
<b>BAKER (NIGHTS)</b>				
Start	12.36	12.36	12.36	12.36
6 mos.	13.53	13.53	13.53	13.53
12 mos.	14.70	14.70	14.70	14.70
18 mos.	15.87	15.87	15.87	15.87
24 mos.	20.19	20.44	20.69	20.99

	Effective Oct 6 2010	Effective July 3 2011	Effective June 30 2013	Effective June 29 2014
<b>PRODUCTION/DECORATOR</b>				
Start	10.25	10.25	10.25	10.25
6 mos.	11.30	11.30	11.30	11.30
12 mos.	12.60	12.60	12.60	12.60
18 mos.	13.90	13.90	13.90	13.90
24 mos.	18.35	18.60	18.85	19.15
<b>BAKERY DEPARTMENT (BAKE-OFF)</b>				
<b>ASST. BAKERY MANAGER</b>	19.41	19.66	19.91	20.21
<b>CAKE DECORATOR</b>				
Start	10.25	10.25	10.25	10.25
6 mos.	11.30	11.30	11.30	11.30
12 mos.	12.60	12.60	12.60	12.60
18 mos.	13.90	13.90	13.90	13.90
24 mos.	18.35	18.60	18.85	19.15

Current Full time DSTM clerks will move to the current 24 month Food Clerk scale;

It is understood that the DSTM clerks will acquire and exercise seniority in the DSTM department.

### **Meat Cutter/Baker Definitions**

If a full 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 (October 6, 2010).

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 per-

iod, 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 (October 6, 2010).

14.01 (b) Full time employees on the payroll on date of ratification (October 6, 2010) that are active and at the end rate shall receive a lump sum payment of \$1500.

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 date of ratification (October 6, 2010) that are active and at the end rate shall receive a lump sum payment of \$1000.

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 on the date of ratification (October 6, 2010) 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 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.

14.02 Employees will obtain wage progression increases on a half-yearly basis in the first full pay cycle following their date of hire or first day of full time.

14.03 When the Company pays a new employee more than the

starting rate in his classification, such employee shall (for the purpose of wage progression only) receive wage increases in accordance with the wage schedule and be deemed to have the appropriate service.

14.04 (a) Any full time employee who is assigned on a temporary basis to a higher rated job (department manager and assistant department manager, receiver (day and night) and analyst except the Assistant Night Manager) for three (3) days or more (excluding the regular day off) will be paid a premium of fifty (50¢) cents per hour for each hour worked retroactive to the first day of relief.

(b) Such assignments shall be based on seniority, provided, however, the employee has the skill, ability and qualifications to do the job.

(c) Employees working the midnight shift shall be entitled to a shift premium for all regular hours worked after 10:00 p.m. at the rate of one (\$1.00) dollar per hour. It is understood that rates of pay listed in 14.01 (a) for positions followed by the word “(night)” already include this premium.

14.05 The Company may, from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales. The Company will meet with the Union to discuss the program prior to it being implemented, modified or eliminated.

## **ARTICLE 15 – HEALTH AND WELFARE AND PENSION**

15.01 The Employer agrees to provide a benefit plan substantially equivalent to a package made available through the Employer attached hereto as Appendix “J”.

15.02 A full time employee who qualifies for short term disability and applies for Employment Insurance shall be eligible to receive an advance on their Employment Insurance benefits. The employee must sign a written agreement that these monies will be immediately repaid upon receipt of their Employment Insurance benefits.

15.03 Where the Company requires the employee to provide a doctor’s note or a weekly indemnity form, the Company will reimburse the employee.

15.04 Eligible employees will be members of the Loblaws Supermarkets Limited unionized employee pension plan in Appendix “E”.

## **ARTICLE 16 – LEAVE OF ABSENCE**

16.01 All written requests for leaves of absence without pay shall be considered by the Employer. It is understood that any leave of absence is subject to reasonable notice being given to the Employer. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence as defined shall not be unreasonably withheld, having regard to the reasons for the request, the duration of the leave and the needs of the business.

An employee will receive a written reply within fourteen (14) days of receipt of an application for leave of absence. If leave is denied, written reasons will be given for the denial. All requests for leaves of absence will be directed to the Manager or their appointee.

16.02 The Company agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union representatives and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with full accumulated seniority.

16.03 (a) Written requests for Leaves of Absence without pay in order to attend Union Conventions, Courses and Conferences will be considered by the Manager, Human Resources or their appointee, providing that reasonable notice is given by the Union.

(b) Approval of such leave of absence shall not be unreasonably withheld, except that no more than two (2) employees per store or three (3) employees where such store has a night shift Steward may be granted such leave of absence at the same time.

16.04 The Employer will grant pregnancy and parental leaves of absence in accordance with the Employment Standards Act of Ontario.

## **ARTICLE 17 – CO-OPERATION**

17.01 (a) The Union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.

(b) The Union agrees to co-operate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the location and in caring for equipment and machinery.

17.02 Full-time employees may submit in writing, requests for training in other classifications. The Employer will give consideration to such requests for training.

17.03 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 be designated by Management.

17.04 The employer reserves the right to establish or create any new position. The Employer and the Union will negotiate a new wage rate. Should the parties fail to reach a satisfactory agreement, the Employer will apply the decision he deems necessary and the matter will be submitted to arbitration.

## **ARTICLE 18 – PART-TIME HELP**

18.01 It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of twenty-eight (28) hours per week except in the circumstances outlined in Article 7.01 (f) of Appendix "L".

18.02 Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

## **ARTICLE 19 – NO STRIKE, NO LOCK-OUT**

19.01 There will be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its stores, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise that was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or other similar problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best interest of the Employer, the Union and the employees, to the best of the abilities of the parties.



## **ARTICLE 20 – BEREAVEMENT LEAVE**

20.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-children, step-parents, step-brother or step-sister) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of death.

## **ARTICLE 21 – JURY DUTY PAY**

21.01 (a) An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would, otherwise, have been at work.

(b) The employee shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.

(c) The claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

(d) Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

(e) In the event employees serve on jury duty from Monday through Friday, they will not be required to work Saturday.

## **ARTICLE 22 – SALES REPRESENTATIVES**

22.01 The Employer agree that sales representatives will not perform work in its stores on items shipped through the warehouse, except for major promotional periods. In the event that a product line which is currently shipped direct to stores is converted into our warehouse, the sales representatives may continue to perform work on these items. Where practicable, the Company shall provide the Union with 4 weeks notice of such conversions.

## **ARTICLE 23 – UNIFORMS AND TOOLS**

23.01 Uniforms, freezer coats and rubber aprons which the Employer requires shall be furnished to the employee without charge. The laundering of meat coats and white aprons and baker's whites shall be the responsibility of the Employer.

If an employee chooses to wear a sweater or a vest, it will be purchased from the Company and the Company will pay 50% of the cost. Replacements will be made on an exchange basis with the same re-imbursement.

Full time employees will be entitled to three (3) shirts. Replacements will be made on an exchange basis. An additional apron will be provided to an employee if requested.

23.02 The Employer will furnish the necessary tools and pay for the sharpening of same.

23.03 The Employer agrees that carry out coats, receiving coats, rain wear and rubber boots for Meat, Produce and Seafood departments will be adequately provided.

## **ARTICLE 24 – RETROACTIVITY**

24.01 No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

## **ARTICLE 25 – CIVIC HOLIDAY**

25.01 An employee who qualifies under Article 11 shall be paid for the Civic holiday.

25.02 In the event the store is open for business and an employee is scheduled to work on the Civic holiday they shall be paid straight time.

# **Appendix “L”**

## **Great Canadian Food Store**

### **Part Time Employees**

1.01 All matters relative to the Loblaw's Great Canadian Food Store part time employees and their working conditions shall be governed by this Appendix and the following Letters of Understanding Nos. 1, 5, 10, 12, 33, 35, 36, 39, 40, 41, 42, 43, 44, 45, 46, 48, 50, 51, 52, 53, 54, 55, 57, 59, 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78 and Appendices “B”, “E”, “J” and “M”.

1.02 For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-eight (28) hours per week or less.

#### **ARTICLE 2 – SENIORITY**

2.01 Upon completion of sixty (60) worked days worked or three (3) months whichever comes first, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees.

2.02 (a) 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.

(b) An employee who becomes a full-time employee will be given seniority credit of fifty (50%) percent of his part-time seniority up to a maximum of one (1) year. He will receive the greater of his part-time rate or the rate which his full-time seniority credit gives him and shall proceed from that point in the full-time wage progression.

(c) In the event two (2) or more employees are hired on the same date the employee whose information was keyed into the system the earliest will be deemed to be the most senior employee.

(d) Lay-offs and re-employment shall be based on seniority, provided the senior employee has the ability and qualifications to perform the requirements of the available work. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work. An employee whose name has not appeared on the payroll of the store for over six (6) months due to lack of work,

shall receive consideration on re-application as a new employee. The Employer agrees that it will consider past experience with the Employer and the duration of the person's earlier service with the Employer when establishing the hourly rate of pay for such employee in the wage progression.

(e) Part time employees in a store which is closing concurrent with a new store opening shall have the opportunity to move to the new store.

(f) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Manager, Relieving Manager or Customer Service Manager prior to his scheduled starting time, giving the reason why he is unable to attend.

2.03 (a) The Company agrees to post on the bulletin board at each store notices of full-time job opportunities, in order that part time employees may indicate their interest in obtaining full-time employment. Part time employees will only be considered for "posted positions" (within the meaning of Appendix "K" Article 8.06) in accordance with Appendix "K" Article 8.03.

(b) Where a full time job opportunity is not filled by a full time employee a part time employee who has expressed interest in filling the opportunity will be promoted, provided they have the ability and qualifications to do the job. Where ability and qualifications are considered relatively equal then seniority shall govern.

(c) A full time employee who reverts to the part time payroll, shall be permitted to retain his seniority rights as a part time employee, including the period of time during which he was on the full time payroll for the purpose of scheduling, his hourly rate within the part time wage progression and vacation pay.

(d) In the event of the termination of business at one of the Employer's stores, employees employed at that store at the time of its closing, will be offered part time employment elsewhere in the municipality and/or seniority division as outlined in Appendix "B" of this Agreement, provided however, that they have the ability to perform the job requirements. In the event that they accept such work, such employees will carry their part time seniority to the second store, provided it is understood that in certain circumstances the displacement of less senior employees employed in the municipality and/or seniority division, as outlined in Appendix "B" of this Agreement may occur.

(e) Part time employees who are getting no hours, due to lack of work will be able to transfer to a new store location ahead of new hires.

2.04 Seniority shall be considered terminated and the employee shall be terminated from the Employer's payroll if an employee:

(a) voluntarily leaves the employ of the Company;

(b) is discharged for cause;

(c) is absent from work for more than three (3) working days without reasonable cause and without having obtained a prior leave of absence;

(d) is absent from work for more than three (3) working days because of sickness or disability without having notified the Company, unless his failure to notify the Company is for reasonable cause;

(e) is absent from work because of sickness or disability for more than three (3) working days and fails, without reasonable cause upon his return to work, to produce a certificate from a duly qualified medical practitioner verifying such absence from work due to sickness or disability, when so requested by the Company. Such certificate showing satisfactory cause of absence shall be recognized as sufficient reason for the absence;

(f) fails to return to work after a lay-off within seven (7) days after notice of recall has been forwarded by registered mail to his last address on file with the Company;

(g) fails to return to work upon the conclusion of a leave of absence without reasonable cause;

(h) fails to take a medical examination by a duly qualified medical practitioner when directed to do so by the Industrial Relations Department of the Company;

(i) is not recalled when laid off due to lack of work, his name shall be retained on the seniority list for a minimum of six (6) months, up to a period of time equal to his seniority at date of lay-off, up to a maximum of eighteen (18) months.

## **ARTICLE 3 – UNION SECURITY**

3.01 (a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.

(b) The Company shall require new employees to make application for membership in the Union at the time of their hiring.

The Company shall collect membership initiation fees as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.

The Company agrees to issue a letter to all new hires which will inform them that the workplace is a union shop and membership in the Union and payment of initiation fees and dues is compulsory.

(c) The Company agrees to deduct from the pay of each employee, as a condition of employment, such dues as may from time to time be set by the Union, and to forward the amount so deducted to the Secretary-Treasurer of the Union.

(d) The Company agrees to supply to the Union a report showing the annual Union Dues accumulation for each employee. The Company further agrees to record the annual Union Dues Deductions for each employee on his T4 form.

(e) The Company agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees, including their home address, starting date, store location, department and Social Insurance Number and phone number, separated in full-time and part-time.

3.02 The Company agrees to recognize officers, so designated by the Union, from each division and to grant them time off with pay as may be reasonably necessary to service any grievance or potential grievance. The company also agrees to recognize a Committee comprised of representatives of employees, designated by the Union, for the purpose of collective bargaining or negotiations with the Company. The Committee will be afforded the necessary time off, with pay, to attend such meetings with representatives of the Company.

3.03 Authorized representatives of the Union shall be entitled to visit any store covered by this Agreement for the purpose of observing working conditions, interviewing members and unsigned employees and ensuring that the terms of this Agreement are being implemented. The interviewing of an employee shall be permitted after the appropriate management representative has given his consent, which shall not be unreasonably withheld.

3.04 The Company agrees to provide bulletin boards in each of

its stores in a satisfactory place and agrees that the Union may post notices on such boards.

3.05 Union Meetings, Conventions, Division Surveys, which require staff to be absent from Company duties, shall not be held in the week before or the week in which a legal holiday falls.

3.06 The Union agrees to forward to the Company a listing of store stewards and their store and department locations, on a half-yearly basis.

## **ARTICLE 4 – FUNCTIONS OF MANAGEMENT**

4.01 The Union agrees that the Company has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the stores, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

4.02 The Union also agrees that the Company has the exclusive right and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Company in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.

4.03 The Company, therefore, retains all rights not otherwise specifically covered in this Agreement, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

## **ARTICLE 5 – DISCRIMINATION**

5.01 There shall be no discrimination on account of race, colour, creed, national origin, sex, age or membership in the Union and the Employer agrees to abide by the Ontario Human Rights Code.

5.02 The Union and the Employer agree that locations covered by this collective agreement shall be free of all harassment. The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment in the workplace as quickly as possible.

5.03 It is understood that the use of the masculine gender shall include the female gender.

## **ARTICLE 6 – RETROACTIVITY**

6.01 No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

## **ARTICLE 7 – HOURS OF WORK**

7.01 (a) The regular working day shall consist of up to eight (8) hours. Overtime shall be paid at the rate of time and one-half (1 1/2) time for hours worked in excess of eight (8) hours in a day. The Employer shall post a schedule of hours of work by 12 noon on Thursday of the prior week and the Steward shall be given a copy of the work schedule. Changes to scheduled hours may be made for legitimate reasons and the employee will be notified twenty-four (24) hours in advance with the exception of force majeure circumstances.

(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 Letter of Understanding 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.

(e) Part time employees will be scheduled their hours of work in five (5) days over 1 week (Sunday to Saturday) unless by mutual consent.

(f) 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.

(g) It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer’s business, it may be necessary to employ both full-time and part-time employees.

(h) Where a part-time employee is scheduled thirteen (13) or more consecutive weeks of 40 hours, unless for reasons of replacement for accident, illness, leave of absence or vacation replacement, a part time employee will be reclassified to full time in accordance with 2.03 (a) and (b).

(i) A part time employee who is replacing a full time employee entry level position and is scheduled thirteen (13) consecutive weeks of 40 hours, for reason of accident, illness or leave of absence then they will be reclassified to fulltime in accordance with Article 2.03 (a) and (b). In the event the employee they are replacing returns to work they shall revert to part time status and the appropriate part time rate of pay. The employee who reverts to part time shall have the right to recall under the terms of the agreement.

(j) In such circumstances, a part-time employee who is scheduled to work in excess of twenty-eight (28) hours shall be scheduled to work forty (40) hours.

7.02 In the event an employee reports for work for scheduled hours without being notified of the change in the schedule, the employee shall receive a minimum of four (4) hours' work or pay.

7.03 Employees are expected to attend work regularly. When unable to attend, the employee must notify the Manager, Relieving Manager or Supervisor, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Manager or Supervisor can call him relative to his absence.

7.04 Employees will have a minimum of ten (10) hours off between the end of their regularly scheduled shift to the commencement of their next regularly scheduled shift unless by mutual consent.

7.05 Sunday work shall be at their regular hourly rate of pay and shall not be voluntary.

7.06 An employee that, on a temporary basis requests a specific day and time that they require to be off and this request results in the employee continuing to work but with an availability less than the minimum availability, the Company will consider such request having regard to the reasons for the request, the duration of the request and the reasonable scheduling needs of the business. Such requests will not be unreasonable denied.

## **ARTICLE 8 – OVERTIME**

8.01 (a) Overtime at the rate of time and one-half (1 1/2) the regular hourly rate will be payable after eight (8) hours in a day or ten (10) hours for four (4) days/week scheduled and forty (40) hours in a week.

(b) Overtime at the rate of two (2) times the regular hourly rate will be payable for all hours worked on Statutory Holidays. In the event the store is open for business an employee who is scheduled to work on the Civic holiday shall be paid straight time rate of pay.

## **ARTICLE 9 – STATUTORY HOLIDAYS**

9.01 (a) The following holidays shall be recognized as legal holidays:

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

The payment for such holidays shall be the amount as outlined in the Employment Standards Act.

(b) To qualify for pay for a legal holiday, the employee must have:

(i) been employed by the Employer for three (3) months or more immediately prior to such holiday;

(ii) worked at least twelve (12) days in thirty (30) days preceding the holiday;

(iii) worked his scheduled shift preceding and following the holiday.

(iv) An employee who is absent their scheduled shift before and/or after a statutory holiday will be paid, if they would otherwise have qualified for pay, provided they produce a medical certificate from a medical practitioner certifying that they were unable to carry out their duties on the day(s) in question.

## **ARTICLE 10 – VACATIONS**

10.01 (a) The provisions of the Employment Standards Act will apply.

(b) Part time employees with five (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.

(c) All vacation pay is to be paid in the last pay cycle in January.

(d) A part time employee wishing to take vacation must submit their request for preference on vacation dates covering his complete vacation by March 15th each year. In scheduling vacation the Employer will endeavour to allow employees to exercise their choice in accordance with their seniority. The employer will finalize vacation requests by not later than April 15th. An employee who fails to submit their request by March 15th seniority shall not apply. The Company will post finalized part time vacation schedule in each department. The Employer shall at all times be entitled to maintain a sufficient and qualified workforce.

## **ARTICLE 11 – GRIEVANCE AND ARBITRATION**

11.01 Either the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.

11.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Company, if necessary. Such grievances shall be processed as follows:

### **STEP ONE:**

Between the employee concerned, his Union representative and the Store Manager. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Stage. The Store Manager shall give an oral decision within four (4) working

days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and notice of appeal filed within six (6) working days from the Store Manager's decision.

## **STEP TWO:**

Between the employee concerned, the Union representative, the Store Manager, the District Manager and/or their delegates. The discussion at this Step shall be held within seven (7) working days of the date of the appeal. The decision of the Company at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be filed in writing with the Head Office of the Company within one (1) week of the decision of the Company at STEP TWO.

## **STEP THREE:**

The grievance shall be forwarded to the Head Office of the Company, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

11.03 In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such a grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Company may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

11.04 Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

11.05 The Company or the Union may file grievances commencing at STEP THREE. If an Arbitration Board finds that the Company or the Union has violated the Collective Agreement, it shall have the power to award compensation to the Company or the Union or any employee affected by the violation.

11.06 The time limits as prescribed above may be modified by mutual agreement of the parties.

## **ARBITRATION**

11.07 Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at that Step. The party requesting Arbitration shall advise the other party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its nominee to a Board of Arbitration. The other party shall within one (1) week of its receipt of the notice nominate its member to the Board of Arbitration and so advise the other party.

If the two nominees are unable to agree upon the choice of a third member to act as Chairman, the Minister of Labour for the Province of Ontario shall be requested to appoint a Chairman. The Board shall hear their dispute and the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and shall be final and binding upon the parties.

The Board of Arbitration shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expenses of the nominee appointed by it and will share equally the expenses of the Chairman of the Board of Arbitration.

The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

11.08 The parties agree that an Arbitration Board shall have the power to award compensation or damages to any party who, or employee, who is dealt with contrary to the provisions of this Agreement.

## **DISCHARGE AND DISCIPLINE**

11.09 (a) No employee shall be discharged or disciplined except for just and sufficient cause. The Union agrees to co-operate in an endeavor to correct inefficiencies of employees which might necessitate disciplinary action. Discharge or discipline grievances may be settled by confirming the Company's decision or by re-instating the discharged or suspended employee with full compensation for time lost, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or of a Board of Arbitration if the matter is referred to it.



(b) The Company agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, the store steward or Union Area representative shall be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee.

11.10 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Union Office, within seven (7) days of the incident giving rise thereto.

(b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding or any grievance settlement procedure in which the employee is involved.

(c) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceeding or any grievance procedure in which the employee is involved.

## **ARTICLE 12 – WAGE SCHEDULE**

12.01 (a) Employees working the midnight shift shall be entitled to a shift premium for all regular hours worked after 10:00 p.m. at the rate of one (\$1.00) dollar per hour.

(b) Any part time employee who is assigned on a temporary basis to a higher rated job (department manager and assistant department manager, receiver (day and night) and analyst, except the Assistant Night Manager) for three (3) days or more (excluding the regular day off) will be paid a premium of \$1.00 per hour for each hour worked retroactive to the first day of relief. This assignment will be confirmed/communicated to the employee prior to the commencement of the temporary relief work being performed.

(c) Any employee who is assigned to perform the duties of a Customer Service Manager or Bookkeeper in a "back up" capacity will be paid a premium of fifty cents (50¢) per hour for all hours on that shift. The Company will select back up individuals as required based upon ability and qualifications and seniority and availability according to the needs of the store.

(d) In the event the minimum wage of Ontario increases to a rate higher than the start rate, this will become the new start rate and employees will progress from that rate in the next time interval shown.

12.02 When the Company pays a new employee more than the starting rate in his classification, such employee shall (for the purpose of wage progression only) receive wage increases in accordance with the wage schedule and be deemed to have the appropriate service.

12.03 The Company may, from time to time, introduce incentive programs in addition to the prevailing wage schedules.

12.04 Part time employees must acquire the appropriate service or hours worked in order to advance on the wage progression.

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

	<b>Effective October 6 2010</b>	<b>Effective July 3 2011</b>	<b>Effective June 30 2013</b>	<b>Effective June 29 2014</b>
0 – 300 hrs	\$10.25	\$10.25	\$10.25	\$10.25
301 – 650 hrs	\$10.30	\$10.30	\$10.30	\$10.30
651 – 1300 hrs	\$10.35	\$10.35	\$10.35	\$10.35
1301 – 1950 hrs	\$10.40	\$10.40	\$10.40	\$10.40
1951 – 2600 hrs	\$10.45	\$10.45	\$10.45	\$10.45
2601 – 3250 hrs	\$10.50	\$10.50	\$10.50	\$10.50
3251 – 3900 hrs	\$10.55	\$10.55	\$10.55	\$10.55
3901 – 4550 hrs	\$10.60	\$10.60	\$10.60	\$10.60
4551 – 5200 hrs	\$10.65	\$10.65	\$10.65	\$10.65
5201 – 5850 hrs	\$10.70	\$10.70	\$10.70	\$11.00
5851 – 6500 hrs	\$10.75	\$10.75	\$10.75	\$11.50
+6501 hrs	\$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 based upon continuous length of service.

	<b>Effective October 6 2010</b>	<b>Effective July 3 2011</b>	<b>Effective June 30 2013</b>	<b>Effective June 29 2014</b>
48 Months	\$13.04	\$13.29	\$13.54	\$13.84

The following shall be the minimum part time rates of pay for bakers.

<u>Hours</u>	<b>Effective October 6 2010</b>	<b>Effective July 3 2011</b>	<b>Effective June 30 2013</b>	<b>Effective June 29 2014</b>
0 – 300 hrs	\$10.25	\$10.25	\$10.25	\$10.25
301 – 650 hrs	\$10.30	\$10.30	\$10.30	\$10.30
651 – 1300 hrs	\$10.35	\$10.35	\$10.35	\$10.35
1301 – 1950 hrs	\$10.40	\$10.40	\$10.40	\$10.40
1951 – 2600 hrs	\$10.45	\$10.45	\$10.45	\$10.45
2601 – 3250 hrs	\$10.50	\$10.50	\$10.50	\$10.50
3251 – 3900 hrs	\$11.00	\$11.00	\$11.00	\$11.00
3901 – 4550 hrs	\$11.50	\$11.50	\$11.50	\$11.50
4551 – 5200 hrs	\$12.00	\$12.00	\$12.00	\$12.00
5201 – 5850 hrs	\$12.50	\$12.50	\$12.50	\$12.50
5851 – 6500 hrs	\$13.00	\$13.00	\$13.00	\$13.00
+6501 hrs	\$15.90	\$16.15	\$16.40	\$16.70

The following shall be the minimum part time rates of pay for meat cutters.

<u>Hours</u>	<b>Effective October 6 2010</b>	<b>Effective July 3 2011</b>	<b>Effective June 30 2013</b>	<b>Effective June 29 2014</b>
0 to 300	\$10.25	\$10.25	\$10.25	\$10.25
301 to 650	\$10.30	\$10.30	\$10.30	\$10.30
651 to 1300	\$10.35	\$10.35	\$10.35	\$10.35
1301 to 1950	\$10.40	\$10.40	\$10.40	\$10.40
1951 to 2600	\$10.80	\$10.80	\$10.80	\$10.80
2601 to 3250	\$11.50	\$11.50	\$11.50	\$11.50
3251 to 3900	\$12.20	\$12.20	\$12.20	\$12.20
3901 to 4550	\$12.90	\$12.90	\$12.90	\$12.90
4551 to 5200	\$13.60	\$13.60	\$13.60	\$13.60
5201 to 5850	\$14.30	\$14.30	\$14.30	\$14.30
5851 to 6500	\$15.00	\$15.00	\$15.00	\$15.00
+ 6501	\$17.90	\$18.15	\$18.40	\$18.70

## **Meat Cutter/Baker Definitions**

If a part time employee 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 part time cutters who are on the payroll as of date of ratification (October 6, 2010).

If a 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 part time Bakers who are on the payroll as of date of ratification (October 6, 2010).

## **DSTM**

Current part time DSTM clerks will move to the Food scale which corresponds to their hours worked.

It is understood that the DSTM departments are those defined in Appendix "H" Article 2.01 (a).

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 (October 6, 2010) 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.

Part time employees on the payroll on the date of ratification (October 6, 2010) 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 the date of ratification (October 6, 2010) 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 on at the date of ratification (October 6, 2010) 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 cent increase will receive a lump sum of \$100.

The lump sum will be paid within 3 weeks after the date of ratification.

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 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**

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 (October 6, 2010).

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.

### **ARTICLE 13 – REST PERIODS**

13.01 Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period worked. Each rest period shall occur at approximately the mid-point of each four (4) hour period. Employees working seven (7) or more hours shall be entitled to two (2) fifteen minute breaks and one half (1/2) hour unpaid meal period.

### **ARTICLE 14 – CO-OPERATION**

14.01 The Union will co-operate with the Employer in maintaining good working conditions.

### **ARTICLE 15 – LEAVE OF ABSENCE**

15.01 All written requests for leaves of absence without pay shall be considered by the Employer. It is understood that any leave of absence is subject to reasonable notice being given to the Employer. In the event such leave of absence is not used for the purpose granted, the employee may be subject to disciplinary action up to and including dismissal. It is further understood that leaves of absence will be honoured on a first come first served basis. Approval of leave of absence as defined shall not be unreasonably withheld, having regard to the reasons for the request, the duration of the leave and the needs of the business.

An employee will receive a written reply within fourteen (14) days of receipt of an application for leave of absence. If leave is denied, written reasons will be given for the denial. All requests for leaves of absence will be directed to the Manager or their appointee.

15.02 The Company may grant a leave of absence without pay to part time employees with twelve (12) months service, who attend full time post secondary school or who are in a full time co-op program. When the employee returns to work at the conclusion of the leave of absence, such employee will receive his rate in effect at the time he commenced the leave and will be allocated hours on the schedule based on their seniority. The leave of absence is deemed to cover the

full school term. The employee will only be permitted to work during their leave at the following times: Christmas vacation, March break and Reading week.

15.03 The Employer will grant pregnancy and parental leaves of absence in accordance with the Employment Standards Act of Ontario.

## **ARTICLE 16 – BEREAVEMENT LEAVE**

16.01 Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-children, step-parents, step-brother or step-sister) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days, provided they were scheduled to work. Employees may retain one (1) day of the above allowance in order to attend an interment scheduled for a later date, but within one (1) year of death.

## **ARTICLE 17 – BENEFITS**

17.01 The Employer agrees to provide a benefit plan substantially equivalent to a package made available through the Employer attached hereto as Appendix "J".

17.02 Eligible employees may elect to be members of the Loblaw's Supermarkets Limited unionized employee pension plan in Appendix "E".

17.03 Where the Company requires the employee to provide a doctor's note the Company will reimburse the employee.

## **ARTICLE 18 – NO STRIKE, NO LOCK-OUT**

18.01 There will be no strike or lock-out during the term of this Agreement. The Employer has the exclusive right to determine what merchandise will be carried in its stores, except that the Employer agrees that, in the event of a legal strike in the plant of a supplier, it will not handle merchandise from such plant, provided however, that merchandise was on the premises of the Employer or in transit to the Employer's premises at the time such legal strike commenced, will be handled. In the event of strikes, lock-outs or other similar problems involving suppliers of goods or services, the Employer and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavour to solve such problems in the best inter-

est of the Employer, the Union and the employees, to the best of the abilities of the parties.

## **ARTICLE 19 – JURY DUTY**

19.01 An employee who is called for jury duty or is subpoenaed as crown witness in a criminal proceeding will receive for an absence from scheduled work therefore, the difference between pay computed at the employee's regular straight time hourly rate of pay for the number of regular hours scheduled for the employee on the day in question and the amount of jury fee or conduct money received provided:

(a) He furnishes the Company with a certificate or service, signed by the Clerk of the Court showing the amount of jury fee or conduct money received;

(b) The Company is given at least forty-eight (48) hours' notice prior to the time he is to report for jury duty or attendance at trial; and

(c) He reports for work during the hours he is not required to serve on the jury or testify as such crown witness except that he will not be required to report for work if less than two (2) hours of his regular shift remain to be worked.

The above payment for jury duty is limited to a maximum of ten (10) days.

## **ARTICLE 20 – CIVIC HOLIDAY**

20.01 An employee who qualifies under Article 9 shall be paid for the Civic holiday.

20.02 In the event the store is open for business and an employee is scheduled to work on the Civic holiday they shall be paid straight time.

## **ARTICLE 21 – UNIFORMS**

21.01 Uniforms, freezer coats and rubber aprons which the Employer requires shall be furnished to the employee without charge. The laundering of meat coats and white aprons and baker's whites shall be the responsibility of the Employer.

21.02 If an employee chooses to wear a sweater or a vest, it will be purchased from the Company and the Company will pay 50% of the



cost. Replacements will be made on an exchange basis with the same re-imbursement.

Part time employees will be entitled to two (2) shirts. Replacements will be made on an exchange basis. An additional apron will be provided to an employee if requested

## **Appendix “B” Divisions**

### **TORONTO DIVISION**

Metropolitan Toronto, Brampton, Georgetown, Milton, Newmarket, Oakville, Oshawa, Richmond Hill, Mississauga, Collingwood, Burlington, Pickering, Ajax, Whitby, Bowmanville, Aurora.

### **LONDON DIVISION**

London

### **OTTAWA DIVISION**

Kanata, Ottawa and Brockville

### **EASTERN DIVISION**

Kingston, Lindsay, and Peterborough.

The parties agree to meet and amend this list from time to time as required. Should the stores in a division substantially change, the Company and the Union will meet to discuss realigning the stores into other divisions by mutual agreement.

# **Appendix “E”**

## **Retirement Benefits**

### **SECTION 1 – EFFECTIVE DATE, PURPOSE AND DURATION**

1.01 The purpose of this Agreement is to provide for payment of Pension and certain other benefits to eligible employees in the amounts, and upon fulfillment of the conditions, as herein specified.

1.02 The Company shall maintain, for the duration of this Agreement, a Pension Plan to provide the benefits herein specified.

1.03 (a) This Agreement shall continue in effect until the Agreement, to which it is appended, shall be terminated as herein provided.

(b) Anything herein which might be construed to the contrary, notwithstanding however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Pension Plan maintained pursuant to Section 1.02 hereof.

### **SECTION 2 – DEFINITIONS**

In this Agreement, which is an Appendix to another Agreement, the following words and phrases shall have the following meanings unless a different meaning is specifically required by the context hereof.

2.01 “Actuary” shall mean the actuary or firm of actuaries retained by the Company, but independent thereof. Such actuary or a member of such firm shall be qualified through Fellowship in the Canadian Institute of Actuaries.

2.02 “Agreement” shall mean this Appendix “E” to an Agreement between Loblaws Supermarkets Limited and United Food and Commercial Workers Canada, Local 1000 A.

2.03 “Company” shall mean Loblaws Supermarkets Limited acting through its Board of Directors or any person authorized by that Board of Directors to act on its behalf.

2.04 “Continuous Service” shall mean unbroken full-time employment with the Company and shall include periods of annual vacation granted by the Company, approved leaves of absence, periods of lay-off and periods of time lost due to sickness or accident whether or not subject to Workers’ Compensation.

Continuous Service shall be considered to have been broken when the seniority rights of an employee are terminated.

2.05 “Credited Interest” shall mean interest on Member contributions to the Plan compounded annually from the end of the Plan Year in which contributions were made to the first day of the calendar month in which a determination thereof is to be made. Provided however, that such compounding shall commence from May 1st, 1972 for determinations being made in respect to contributions made prior to that date. The rate of interest used in compounding Credited Interest in any Plan Year shall be the average of the rate in effect on the first day of each month during the previous Plan Year for non-checking savings accounts administered by the Bank with which the Company transacts the majority of its banking business.

Effective January 1, 1988, Credited Interest in respect to a Member's required contributions to the Plan shall be calculated on the basis of the yields of five-year personal fixed term chartered bank deposit rates, as determined from CANSIM B14045, published monthly in the Bank of Canada Review, averaged over a reasonably recent period, such averaging period not to exceed twelve (12) months;

Interest shall be credited at the end of each Plan Year. The method of crediting interest for each Plan Year shall be as follows:

(a) In respect of a Member's required contributions, together with Credited Interest, outstanding at January 1 of that Plan Year, the full applicable rate of interest described above; and

(b) In respect of a Member's required contributions made during that Plan Year, one half of the applicable interest rate described above, multiplied by the fraction of the year (in completed months) during which the contributions were made during such Plan Year and to amortize any initial unfunded liability or experience deficiency in accordance with the requirements of the Pension Benefits Act, after taking into account the assets of the Pension Fund, the earnings thereon, the contribution of Members during the year and all other relevant factors.

2.06 “Credited Past Service” shall mean the number of complete years (with complete months computed as twelfths of a year) of a Member's Continuous Service prior to January 1st, 1979 but excluding the first six (6) months of Continuous Service and all service rendered prior to the Member's attainment of age 21.

2.07 “Earnings” shall mean compensation received from the Company as an employee and shall include all taxable income which must

be included in computing a Statement of Remuneration Paid (D.N.R. Form T4) for that employee.

2.08 “Employee” shall mean any person regularly employed by the Company on a full-time or part-time basis who is represented by the Union.

2.09 “Member” shall mean an eligible employee who has completed the enrollment forms provided by the Company and who continues to be entitled to rights and benefits under the Plan.

2.10 “Inflation Adjustment Factor” shall mean:

(a) for Section 7.05 as determined for January 1, 1990 and each subsequent January 1st:

(i) 75% of the percentage change in the Consumer Price Index during the twelve (12) month period ending on the determination date up to a maximum of a 10% increase in the CPI, less one per cent (1%);

(b) for Section 7.06 as determined for January 1, 1991 and each subsequent January 1st;

(i) 75% of the percentage change in the Consumer Price Index during the twelve (12) month period ending on the determination date up to a maximum of a 10% increase in the CPI, less one per cent (1%).

2.11 “Normal Retirement Date” shall have the meaning set out in Section 5 hereof.

2.12 “Participatory Service” shall mean the number of complete years (with complete months computed as twelfths of a year) of a Member’s continuous participation in the Plan prior to January 1st, 1979. In computing Participatory Service, the date upon which the Member’s contributions first became payable in his most recent period of participation shall be taken as the beginning of Participatory Service.

2.13 “Past Service Earnings” shall mean the total remuneration received by the Member from the Company as reported on the Statement of Remuneration Paid (T4) issued by the Company for the calendar year 1978, provided that for a Member with a period of disability and/or leave of absence in the calendar year 1978, such remuneration shall be taken as the greater of: –

(a) (i) the total remuneration received by the Member from the Company as reported on the Statement of Remuneration Paid (T4) issued by the Company for the calendar year 1977;

plus

- (ii) the total obtained if the amounts the Member received in the calendar year 1977 from Workers' Compensation, the Company's Weekly Indemnity Plan and the Company's Long-term Disability Insurance Plan are added together; provided however, that if such total is less than \$500.00, it shall be taken as zero;

and

- (b) the sum of

- (i) the total remuneration received by the Member from the Company as reported on the Statement of Remuneration Paid (T4) issued by the Company for the calendar year 1978;

plus

- (ii) the total obtained if the amount the Member received in the calendar year 1978 from Workers' Compensation, the Company's Weekly Indemnity Plan and the Company's Long-term Disability Insurance Plan are added together; provided however, that if such total is less than \$500.00, it shall be taken as zero.

2.14 "Pension Benefits Act" shall mean The Pension Benefits Act of Ontario and regulations thereunder as amended from time to time.

2.15 "Pension Fund" shall mean the assets of the Plan which are held, administered and invested by the Trustee.

2.16 "Plan" shall mean:

- (i) for the period prior to May 1st, 1972, the Pension Plan established by the Company on May 1st, 1946, as amended to April 30th, 1972 and evidenced by the terms and conditions thereof substantially presented in the booklet (revised and re-issued May 1967) distributed to Members;

and

- (ii) for the period on and after May 1st, 1972.

2.17 "Plan Year" shall have the same meaning as in the Plan. At the effective date of this Agreement, a Plan Year means the twelve (12) month period commencing January 1st each year and ending December 31st of that year.

2.18 “Spouse” shall mean, at the date a determination of marital status is required, a person of the opposite sex or same sex to the Member:

(a) to whom the Member is legally married, and from whom the Member is not living separate and apart; or

(b) with whom the Member has been living in a conjugal relationship for a continuous period of at least three (3) years; or

(c) with whom the Member has been living in a relationship of some permanence, if they are natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 of Ontario, except that if the above definition differs from the definition of “Spouse” in any other Applicable Legislation, such other definition shall take precedence, where applicable.

If a Member is survived by both a legal Spouse and a common-law Spouse, the term “Spouse” shall mean the legal spouse, unless the Member has designated his common-law Spouse by name as his Beneficiary, on a designation form filed with the Company, in which event the term “Spouse” shall mean the named common-law Spouse.

2.19 “Year’s Maximum Pensionable Earnings” or “YMPE” shall mean the Year’s Maximum Pensionable Earnings as defined each year under the Canada Pension Plan, as amended from time to time. This shall also be known as “Canada Pension Plan Ceiling”.

### **SECTION 3 – GOVERNMENT APPROVAL**

3.01 The Company’s obligation to provide the benefits herein provided is subject to the requirement that acceptance by the Minister of National Revenue of the Plan and any amendments thereto as a “Registered Pension Fund or Plan” as defined in the Income Tax Act, entitling the Company to deduct its contributions hereto under the Income Tax Act or any other applicable tax laws in Canada (as such laws are now in effect or are hereafter amended or enacted) is obtained and that such acceptance is continued thereafter. The obligation to provide the benefits as herein provided is subject also to the requirement that the Plan is accepted for registration under all applicable laws now or hereafter enacted and that such acceptance and registration is continued thereafter. The Company shall submit the Plan and any amendments thereto and such reporting information in connection therewith as may be required for the purpose of obtaining such acceptance and registration.

3.02 In the event that any change in the Plan is necessary to obtain such acceptance and continued registration, a corresponding revision shall be made in this Agreement. Provided however, that such a change in the Agreement shall be a matter for further negotiations between the parties. In negotiating any such revision, the parties shall adhere as closely as possible to the intent of the Company and the Union as expressed in this Agreement.

## **SECTION 4 – ELIGIBILITY**

4.01 Each full-time employee in the service of the Company on May 1st, 1972, who was a Member of the Plan as it existed on April 30th, 1972, will automatically continue as a Member of the Plan on May 1st, 1972.

4.02 A full-time employee in the service of the Company on April 30th, 1972, who was not then a Member shall be required, as a condition of employment, to become such on the first day of the month next following the later of:–

(a) the date he would have been required to become a member pursuant to the provisions of the Plan as constituted on April 30th, 1972;

and

(b) the date upon which he has completed six (6) months of Continuous Service.

4.03 Each full-time employee who commences employment on or after May 1st, 1972 shall be required to join the Plan as a condition of employment on the first day of the month coincident with or immediately following completion of six (6) months of Continuous Service provided he has not then attained his Normal Retirement Date.

4.04 Full-time employees who commence employment on or after October 16, 1988 will be required to join the Plan as a condition of employment on the first day of the month coincident with or immediately following completion of one (1) year of service, provided they have not attained normal retirement date.

4.05 Part-time employees who have either 700 hours worked in each of two consecutive calendar years or have earned 35% of the YMPE after December 31, 1985 are eligible to join the pension plan any time after January 1, 1988, provided they have not attained their normal retirement age or have elected early retirement.



4.06 If an employee's Continuous Service is broken and they are later re-employed, they shall, for the purposes of this Plan, be regarded as a new employee who has not had previous service with the Company except with respect to any vested benefits which he may have to his credit in the Plan for their previous service.

4.07 Each eligible employee and each Member of the Plan shall be provided with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to them together with an explanation of their rights and duties with respect to the benefits available to them under the Plan and any other information required to be furnished to them under any applicable Pension Legislation.

## **SECTION 5 – RETIREMENT DATE**

5.01 The Normal Retirement Date for a Member will be the first day of the month next following attainment of age 65.

5.02 A Member who is within ten (10) years of Normal Retirement Date may retire prior to his Normal Retirement Date and shall be entitled to receive the benefits prescribed by Section 7.02 hereof.

5.03 Notwithstanding the provisions of Section 5.02 above, a Member who was a participant in the Plan prior to May 1st, 1972 and who accrued, prior to that date, retirement benefits which were payable in an unreduced form in the event of retirement at age 60, may elect to retire under the conditions specified in Section 5.02 above except that "ten (10) years" shall be read as "fifteen (15) years".

## **SECTION 6 – CONTRIBUTIONS**

### **6.01 Member Contributions**

Subject to an election pursuant to Section 6.02 hereof, each Member shall contribute, by payroll deduction, from his date of enrollment to his date of retirement or to such earlier date as his Continuous Service shall be broken, a percentage of his Earnings in each Plan Year as shown in the table set out in Section 6.06, less the amount that the Company must withhold from such Earnings in respect of contributions to the Canada or Quebec Pension Plan.

6.02 A Member, who was such on April 30th, 1972 and who elected in 1966 not to contribute on a basis whereby his subsequent contributions to the Plan would be offset by an amount approximating his contributions to the Canada or Quebec Pension Plan, may elect to contribute, by payroll deduction, a percentage of his Earnings in each

Plan Year as shown in the table set out in Section 6.06. In the event such a Member elects to contribute pursuant to Section 6.01 above, he shall not be entitled, thereafter, to elect to contribute pursuant to this Section 6.02.

6.03 A member who is not in receipt of Earnings shall not be required or permitted to contribute to the Plan during such period. Provided however, that a Member who has been absent from work and in receipt of short-term sickness or accident benefits or on authorized leave of absence without pay may elect to repay what their contributions would have been during such period, provided that they are repaid by the end of the calendar year immediately following the calendar year in which the absence occurs.

6.04 The Company shall contribute to the Pension Fund in each Plan Year, at such intervals and within such periods of time as prescribed by the Pension Benefits Act, such amounts as prescribed by the Actuary, as are necessary to provide the pension benefits accruing to Members during such Plan Year and to amortize any initial unfunded liability or experience deficiency in accordance with the requirements of the Pension Benefits Act, after taking into account the assets of the Pension Fund, the earnings thereon, the contribution of Members during the year and all other relevant factors.

6.05 Notwithstanding Sections 6.01, 6.02 and 6.03, Members shall not be required or permitted to contribute in respect of Plan Years 1984 – 1989.

6.06 Plan YearRate

Prior to 1981	5%
1981	3%
1982	2-1/2%
1983	2%
1984 – 1989	NIL
1990	1/2%
1991	1%

6.07 Members will continue to contribute to the Canada or Quebec Pension Plan as required.

## **SECTION 7 – AMOUNT OF PENSION**

7.01 Each Member who retires at their Normal Retirement Date shall receive a Pension, commencing on their Retirement Date and payable in equal monthly installments. Each monthly installment

shall be equal to one-twelfth (1/12) of the sum of the following (as may be applicable): –

(a) 35% of the amount described in (i) or (ii) as applicable;

(i) for members contributing pursuant to Section 6.02 at August 5th, 1980, the amount shall be five percent (5%) of the Member's Earnings for each Plan Year after December 31st, 1978 to his date of retirement or to such earlier date as his Continuous Service shall be broken;

(ii) for all other Members the amount shall be five percent (5%) of the Member's Earnings for each Plan Year after December 31st, 1978 or his date of enrollment if later, less the amount the Company must withhold from such Earnings in respect to contributions to the Canada or Quebec Pension Plan, to December 31, 1988;

(iii) for all members the amount shall be 1.25% of the Canada Pension Plan Ceiling plus 1.75% of the member's earnings over the Canada Pension Plan Ceiling in each year of Continuous service after December 31, 1988 to their date of retirement or to such earlier date as their continuous service shall be broken.

plus

(b) the annual Pension accrued prior to May 1st, 1972 by virtue of the Member's additional voluntary contributions prior to that date pursuant to the provisions of the Plan as constituted on April 30th, 1972;

plus

(c) if, having not elected prior to February 1st, 1973 to contribute pursuant to Section 6.01 hereof with effect from January 1st, 1973, the Member makes contributions pursuant to Section 6.02 hereof, an amount equal to 1.67% of the Member's Past Service Earnings multiplied by his Participatory Service;

plus

(d) if the Member is required or elects prior to February 1st, 1973, to contribute pursuant to Section 6.01 hereof on and after January 1st, 1973 an amount equal to the sum of the following: –

(i) 1.25% of that part of the Member's Past Service Earnings which does not exceed \$10,400.00, multiplied by their Credited Past Service;

(ii) 1.75% of that part of the Member's Past Service Earnings which exceeds \$10,400.00, multiplied by their Credited Past Service;

(iii) if the Member elected in 1966 not to contribute on a basis whereby his subsequent contributions to the Plan would be offset by an amount approximating his contributions to the Canada or Quebec Pension Plan, an amount of \$164.00.

(e) the Annual Pension accrued pursuant to Section 7.03 hereof;

plus

(f) the result obtained, if positive, when the amount in (c) or (d) is subtracted from the Pension benefits the Member accrued pursuant to the provisions of the Plan prior to August 5th, 1980 in respect of their service, and required contributions to the Plan prior to August 5th, 1980. In computing these previously accrued Pension benefits, any amount which was payable in an unreduced form on retirement at age 60 shall be actuarially increased to its equivalent assuming retirement at age 65 prior to making the subtraction required by the immediately preceding sentence of this paragraph (f).

7.02 A Member who retires on or before December 31st, 1976 and prior to their Normal Retirement Date in accordance with Section 5.02 hereof shall be entitled to elect either: –

(a) a deferred retirement income with payments commencing on their Normal Retirement Date equal to the Pension accrued pursuant to Section 7.01 above to his Early Retirement Date

or

(b) an immediate retirement income in the same amount as determined in Section 7.02 (a) but reduced by one-half of one percent (1/2 of 1%) for each complete month that such early retirement precedes their Normal Retirement Date.

A Member who retires prior to December 31st, 1980 but after December 31st, 1976 and prior to their Normal Retirement Date in accordance with Section 5.02 hereof shall be entitled to elect either:

(a) a deferred retirement income with payments commencing on their Normal Retirement Date equal to the Pension accrued pursuant to Section 7.01 above to their Early Retirement Date;

or

(b) an immediate retirement income in the same amount as determined in Section 7.02 (a) but reduced one-quarter of one percent ( $1/4$  of 1%) for each complete month that such early retirement precedes the first day of the month next following the Member's attainment of age 63.

A Member who retires after December 31st, 1980 and prior to their Normal Retirement Date in accordance with Section 5.02 hereof shall be entitled to elect either:

(a) a deferred retirement income with payments commencing on his Normal Retirement Date equal to the Pension accrued pursuant to Section 7.01 above to their Early Retirement Date;

or

(b) an immediate retirement income in the same amount as determined in Section 7.02 (a) but reduced by one quarter of one percent ( $1/4$  of 1%) for each complete month that such early retirement precedes the first day of the month next following the Member's attainment of age 62.

Notwithstanding Section 7.02 (b) above, a Member who retires after December 31st, 1980 and prior to their Normal Retirement Date and has both attained the age of 55 and completed 30 years of Continuous Service to such early retirement date may elect to receive an immediate retirement income in the same amount as determined in Section 7.02 (a) above.

Notwithstanding any other provisions of this Section 7.02, the cost of the retirement benefit under this Plan, exclusive of benefit purchased with Member's voluntary contributions, payable pursuant to this Section 7.02 shall not exceed the cost of a maximum retirement benefit, as specified in Section 7.04 hereof, payable at age 60 as a single life annuity guaranteed for ten (10) years.

7.03 A Member who becomes disabled after May 1st, 1976 shall accrue Pension benefits from the onset of such disability if he received benefits under the Company's Long-term Disability Insurance program that result from such disability. He shall continue to accrue Pension benefits during such period as they are in receipt of benefits under the Company's Long Term Disability program (excluding any period of rehabilitation wherein he receives earnings from the Company).

(a) The rate of accrual for the Plan Year in which the Member becomes disabled will be based on the amount of Pension that

would have accrued during that year had the disability not occurred, as is estimated by the Actuary using the Member's rate of Earnings in effect at the date the disability occurred, less the Pension accrued by the Member for the Plan Year pursuant to Section 7.01 (a) hereof;

(b) The rate of accrual for each subsequent Plan Year (with parts hereof used to compute a partial benefit) during the continuance of such disability benefits will be based on the amount of Pension accrued to the Member's credit in the Plan Year in which they became disabled.

7.04 Notwithstanding any other provision of this Agreement, in no event shall the annual retirement benefit payable under this Plan, exclusive of the benefit purchased with Members' voluntary contributions, in respect of the retirement or termination of service of a Member or termination of this Plan exceed

(a) the lesser of:

(i) 2% of the average of the Member's best three (3) consecutive years of remuneration from the Company for each year of pensionable service, to a maximum of 35 years;

and

(ii) \$1,715.00 multiplied by the Member's years of pensionable service with the Company not exceeding 35 years;

or

(b) such other maximum benefit as may be specified under the administrative rules of the Department of National Revenue pertaining to the registration of Employees' Pension Plans, as they may be amended or replaced from time to time.

However, such maximum benefit shall not apply to Annual Pensions of 2% of current YMPE or less per year of service.

7.05 "Cost of Living Increases" – Effective January 1, 1990 on each January 1st following the later of the commencement of a pension and age 65, as long as the pension continues to be paid to the Member, Spouse or beneficiary, as applicable, the portion of that pension earned in respect of service from January 1, 1990 shall be adjusted on a percentage basis by the Inflation Adjustment Factor described in Section 2.10(a).

7.06 "Active Benefit Indexation" – Effective January 1, 1991 on each January 1st until the later of commencement of a pension and

age 65, the pension earned by active members as at the previous January 1 shall be adjusted on a percentage basis by the Inflation Adjustment Factor described in Section 2.10(b).

## **SECTION 8 – COMMENCEMENT AND DURATION OF RETIREMENT BENEFITS**

8.01 Pensions shall be payable to a Member as of their Normal Retirement Date, shall in no event be payable with respect to any prior month, and shall be payable on the first of each month thereafter during the life of such Member, ceasing with the last payment to which they were entitled immediately prior to their date of death and subject to Section 10, and any election made under Section 12.02.

8.02 Notwithstanding Section 8.01 above, the Pension for a Member electing to receive a Pension prior to their Normal Retirement Date pursuant to Section 7.02 (b) hereof, shall commence on the later of: –

- (i) the first day of the month next following the date of the Member's written application for Early Retirement;

or

- (ii) the first day of the month coincident with or next following the Early Retirement Date requested in the Member's written application.

8.03 Notwithstanding any other provisions of this Agreement, a retired Member who is in receipt of a Pension under the Plan will continue to receive such Pension if they return to active service with the Company. In all other respects they shall be considered an employee of the Company.

## **SECTION 9 – TERMINATION OF EMPLOYMENT**

### Benefit for Service Prior to January 1, 1987

9.01 If a Member's continuous service is broken other than as a result of their death or retirement, their membership in the Plan will cease and they will receive in a lump sum a refund of the sum of: –

- (a) their contributions on and after May 1st, 1972 and prior to January 1, 1987 with Credited Interest;

plus

- (b) the sum of

(i) contributions made to the Plan by the Member prior to May 1st, 1972;

(ii) interest credited to those contributions prior to May 1st, 1972 pursuant to the provisions of the Plan as constituted from time to time prior to that date;

(iii) Credited Interest on the sum of (a) and (b) computed from May 1st, 1972.

Such refund shall be in lieu of any other benefits accrued under the Plan in respect of Continuous Service prior to January 1, 1987.

9.02 If at the date of the break in his Continuous Service as set out in Section 9.01 above, the Member has completed five (5) or more years of Continuous Service, they may elect the refund as in the preceding paragraph or they may elect to leave their contributions in the Plan and receive as a deferred Pension commencing at Normal Retirement Date 100% of the Pension accrued under the Plan pursuant to Section 7.01 hereof for Continuous Service prior to January 1, 1987.

9.03 Notwithstanding the foregoing, the Member shall not in any case receive a smaller amount of deferred vested Pension than could be provided by the refund specified by Section 9.01 above.

9.04 In the event there is a break in the Continuous Service of a Member which would entitle them to a cash refund pursuant to Section 9.01 above and they have attained age 45 and have completed ten (10) or more years of Continuous Service, they shall not be entitled to the refund of their required contributions made after January 1st, 1965 and shall receive, in lieu thereof, a deferred Pension commencing at their Normal Retirement Date equal to the Pension accrued to their credit to January 1, 1987 pursuant to Section 7.01 hereof which is in excess of the Pension accrued prior to January 1st, 1965 under the Plan as constituted on that date. Such deferred Pension shall not be subject to surrender or commutation.

#### 9.05 Benefit for Service On or After January 1, 1987

(a) Before completion of two (2) years of Plan Membership.  
If a member terminates his employment with the Company by reason other than retirement, death or disability before the completion of two years of Plan membership, he shall be entitled to receive a lump sum of his contributions made to the Plan on or after January 1, 1989, if any, with credited interest thereon;



(b) After completion of two (2) years of Plan Membership.

If a member terminates his employment with the Company by reason other than retirement, death or disability after the completion of two years of Plan membership, he shall be fully vested and entitled to receive deferred pension commencing at his normal retirement date, calculated in accordance with section 7.01 in respect of his years of continuous service while a Plan Member on and after January 1, 1987.

9.06 Portability

In lieu of the Pension accrued under Sections 9.02, 9.04 and 9.05, a terminated Member may elect to transfer the commuted value of such Pension to:

(a) another pension plan in which the Member is a member or former member, provided the terms of the other pension plan permit such a transfer;

(b) the Member's eligible prescribed (locked-in) retirement savings arrangement;

(c) an insurance company licensed to transact business in Canada, for the purchase of an immediate or deferred life annuity.

Such transfer shall not be made until the financial institution receiving such funds agrees to administer the funds on a locked-in basis, in accordance with the Pension Benefits Act, 1987 regarding such locked-in amounts, and subject to the regulations thereunder limiting such transfers when the solvency of the Plan may be impaired. The commuted value shall be calculated in the manner prescribed under the Pension Benefits Act.

9.07 Notwithstanding the foregoing, any former Member who has terminated employment other than by reason of death, retirement or disability, and who is entitled under the terms of the Plan to a deferred pension commencing at his Normal Retirement Date, may elect to commence payment of the pension at any time within ten (10) years of his Normal Retirement Date, in which event the pension payable shall be the actuarial equivalent of the pension that would otherwise be payable at his Normal Retirement Date.

9.08 Notwithstanding any provision of section 9, a member whose continuous service is broken after the date on which they are eligible for an unreduced early retirement from the Plan may not elect a lump sum refund of their contributions to the Plan but must receive an immediate or deferred pension accrued to the date of the break in the continuous service.

## SECTION 10 – BENEFITS ON DEATH

10.01 If a Member should die prior to their Normal Retirement Date, or their Early Retirement Date if such was elected, his Designated Beneficiary will receive a refund of the sum of:

(a) their contributions on and after May 1st, 1972 and prior to January 1, 1987 with Credited Interest;

plus

(b) the sum of:

(i) contributions made to the Plan by the Member prior to May 1st, 1972;

(ii) interest credited to those contributions prior to May 1st, 1972 pursuant to the provisions of the Plan as constituted from time to time prior to that date;

(iii) Credited Interest on the sum of (a) and (b) computed from May 1st, 1972.

10.02 If a Member, who has terminated employment and, prior to January 1, 1987, elected or was required to leave all or a portion of their contributions in the Plan pursuant to Section 9 hereof, should die prior to their Normal Retirement Date, their Designated Beneficiary shall receive whichever of the following amounts is applicable:

(a) if the Member did not receive a refund of any contributions, the amount provided in Section 10.01 above; or

(b) if the Member received a refund of contributions, the Member's death benefit pursuant to Section 10.01 above in the records of the Plan at their date of termination less the amount of any refund they received at that time and the result accumulated with Credited Interest to their date of death.

10.03 For service on and after January 1, 1987.

(a) Before completion of two (2) years of Plan membership.  
If a Member dies while in the service of the Company prior to their retirement date and before they have completed two (2) years of Plan membership, their Beneficiary will receive a refund of the Member's contributions made to the Plan on and after January 1, 1987, if any, with credited interest thereon.

(b) After completion of two (2) years of Plan membership. If a Member dies while in the service of the Company before his Retirement

ment Date and has completed two (2) years of Plan membership at the date of his death, or if a Member dies following his termination of employment but prior to the commencement of any deferred pension payable under the Plan;

(i) the Member's Spouse or, in the absence of a surviving Spouse, the Member's beneficiary, shall be entitled to receive a lump sum amount equal to the commuted value of the Member's deferred pension entitlement, calculated in accordance with Section 7.01 in respect of his service on and after January 1, 1987, and determined immediately prior to his death;

(ii) the Member's Spouse may elect, in lieu of the lump sum amount payable under paragraph (i), to receive an immediate or deferred pension payable on or before the surviving Spouse attains age sixty-five (65), the commuted value of which is equal to the lump sum amount to which the surviving Spouse would be entitled under paragraph (i) above.

The Member's surviving spouse, if any, must elect in the period of time described under the Pension Benefit Act to receive either a lump sum amount or an immediate or deferred pension. If the Spouse fails to elect within the prescribed period of time, the Spouse shall be deemed to have elected to receive a deferred pension under paragraph (ii).

A Member and his Spouse may jointly waive the spousal entitlement under this Section in a form prescribed under the Pension Benefits Act, in which event the death benefit shall be payable to the Member's beneficiary in accordance with paragraph (i) above.

Notwithstanding the foregoing, a Spouse who is living separate and apart from the Member at the date of the Member's death shall not be entitled to the benefit payable under this Section, unless such Spouse is the Member's designated beneficiary.

#### **10.04 Death after Retirement**

If a Member should die after they have retired the remainder of the form of Pension elected in accordance with Section 12 hereof shall be paid to the Spouse or Designated Beneficiary.

### **SECTION 11 – DESIGNATED BENEFICIARY**

11.01 A Member may, by written notice communicated to the Company during such Member's lifetime, designate a person to receive the benefits payable under the Plan on their death and may also by

written notice communicated to the Company during such Member's lifetime alter or revoke such designation from time to time, subject always to the provisions of any annuity, insurance or other contract or law governing designation of beneficiary from time to time in force which may apply to such Member. Such written notice shall be in such form and shall be executed in such manner as the Company in its discretion may from time to time determine.

11.02 In the instance where the beneficiary of a deceased Member is the spouse the Member may elect or, in default of such election, after their death the spouse may elect that settlement of the death benefits under Sections 10.01 and 10.02 of the Plan hereof be made in any one of the following ways:—

(a) in the form of a Life Annuity, with or without a guaranteed period providing that such guaranteed period shall not exceed the lesser of fifteen (15) years and the period from date of death of the Member to the day before the date on which the spouse's 86th birthday would occur;

(b) in the form of a deferred Life Annuity starting before the spouse attains age 65, with or without a guaranteed period provided that such guaranteed period shall not exceed the lesser of fifteen (15) years and the period from the date of death of the Member to the day before the date on which the spouse's 86th birthday would occur;

(c) in a lump sum.

If however, the beneficiary is other than the Member's spouse, the death benefit shall be paid to the person so designated in the form of a lump sum.

11.03 If, on the death of a Member, there should be no Designated Beneficiary, or if the person designated by the Member as his beneficiary shall not be living, such sums as may be payable on or after his death shall be payable to the estate of such Member.

## **SECTION 12 – OPTIONAL TYPES OF PENSION**

### **12.01 (a) Normal Form for Members without Spouses**

The normal type of pension under the Plan for a Member without a Spouse at the date at which payment of their pension benefits commence, or for a Member who has a Spouse from whom they are living separate and apart at that date, is one payable for the entire lifetime of the retired Member and guaranteed for 60 months in any event.

(b) Normal Form for Members with Spouses

The normal type of pension under the Plan payable to a Member who has a Spouse from whom they are not living separate or apart at the date on which payment of their pension benefits commence is a joint and survivor form of pension which is payable for the entire lifetime of the retired Member and which, following the Member's death, continues to their Spouse, if surviving, in an amount equal to sixty (60%) per cent of the benefit payable to the Member immediately prior to their death, and payment of which shall continue for the entire lifetime of the surviving Spouse. The initial amount of such benefit shall be reduced in order to make the actuarial value of the joint and survivor benefit equal to the actuarial value of the regular benefit payable in accordance with Section 12.01 (a).

The Member and the Member's Spouse may jointly waive the requirements of this Section 12.01 (b) by completing and delivering to the Company a written waiver in the form prescribed by the Pension Benefits Act within the twelve (12) month period immediately prior to the date upon which payment of that pension benefit is to commence, provided that this waiver is not revoked by either the Member or their Spouse prior to the commencement of the pension. Benefits shall then be payable in accordance with Section 12.01(a) or 12.02, as applicable.

12.02 Each Member may elect to receive, in lieu of the normal Pension, an optional form of Pension in an actuarially equivalent amount to 12.01(a) above, provided such election, in writing, is filed with the Company at least thirty (30) days prior to the Member's date of retirement. No election will be permitted which would result in a guaranteed period exceeding the Member's normal life expectancy. The optional types of Pension which are available to all Members are as follows:—

(a) Life – Ceasing at Death

While the amount of Pension under this option is greater than that payable under any other option, payments of Pension cease with the payment immediately preceding the Member's death, regardless of the number of payments they have received.

(b) Life – Guaranteed 60 Months

This type of Pension provides payments for the entire lifetime of the retired Member and guarantees that, should the Member die after their Pension has commenced but before they have re-

ceived sixty (60) monthly payments thereof, the payments shall be continued to their Designated Beneficiary or estate until sixty (60) payments in all shall have been made.

(c) Life – Guaranteed 120 Months

This type of Pension provides payments for the entire lifetime of the retired Member and guarantees that, should the Member die after their Pension has commenced but before they have received one hundred and twenty (120) monthly payments thereof, the payments shall be continued to their Designated Beneficiary or estate until one hundred and twenty (120) payments in all shall have been made.

(d) Life – Guaranteed 180 Months

This type of Pension provides payments for the entire lifetime of the retired Member and guarantees that, should the Member die after their Pension has commenced but before they have received one hundred and eighty (180) monthly payments thereof, the payments shall be continued to their Designated Beneficiary or estate until one hundred and eighty (180) monthly payments in all shall have been made. This option is not available to Members retiring after Normal Retirement Date.

(e) Joint and Survivorship Pension

A Member who desires to have his Pension continue for the lifetime of a joint annuitant, may elect one of the following joint and survivorship Pensions:

(i) a joint and survivorship Pension which shall continue in the same amount as had been received by the Member prior to the date of their death;

(ii) a joint and survivorship Pension which shall reduce to sixty (60%) per cent of the amount that had been received by the Member prior to the date of their death.

The amount of the adjusted Pension depends on the specified option chosen, the age of the Member at retirement and the age and sex of the joint annuitant.

The election under this sub-section may be canceled upon notification from the Member more than thirty (30) days prior to his retirement date or if the joint annuitant dies prior to the Member's retirement. In the case of the death of the joint annuitant before

the Member retires under the Plan, the Pension will become payable at the Retirement Date of the Member as if this option had not been elected. In such case, the Member may make another election under the terms of this Section 12.

(f) Pension Integrated with Government Pensions

Any Member who retires before he is eligible to receive benefits under the Canada or Quebec Pension Plan and Old Age Security Act, may elect to receive their Pension under the Plan paid in a greater amount to the date on which they become eligible for such statutory benefits, then decreasing to a lesser amount thereafter so as to provide, as far as practicable, a level income after retirement date through the integration of Pension benefits under this Plan with those payable under the Old Age Security Act, and the Canada or Quebec Pension Plan, as amended to date of retirement. For married members this benefit would also provide for joint and survivorship sixty (60%) per cent.

12.03 The Group Annuity Table for 1983 with an interest rate of eight (8%) per cent shall be used in computing actuarially equivalent benefits pursuant to Section 12.02 hereof.

## **SECTION 13 – GENERAL PROVISIONS**

13.01 No payment of Pension benefits shall commence until the Member has filed satisfactory proof of age with the Company. A Member who has named a joint annuitant shall also be required to provide satisfactory proof of age for such joint annuitant.

13.02 If the amount of the retirement income or deferred retirement income payable to the participant is less than two (2%) per cent of the YMPE in the year of termination or retirement, or such other amount as may be permitted in accordance with the Pension Benefits Act from time to time, the participant may receive a lump sum payment equal to the amount required to provide such benefit or the actuarial equivalent thereof quarterly, semi-annual or annual payments, at the sole discretion of the Company.

13.03 Nothing in this Agreement shall be taken to mean that any change will be made in benefits paid or in the process of payment to employees (or their heirs and assigns) who terminated, died or retired on or before December 1st, 1973.

13.04 Benefits under the Plan shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge

or to attachment or legal process for debts of the person receiving such benefits.

13.05 The Company shall provide the Union with the following in respect of employees who are Members:—

(a) information as to sex, date of birth, date of employment, classification;

and

(b) pension, death and termination benefits accrued to the Plan Year End immediately preceding any termination date of the Collective Agreement between the parties to this Agreement;

(c) the contribution information contained in the Annual Information Return prepared each year pursuant to the Pension Benefits Act.



# Appendix “J”

## Full-time Union Employees Real Canadian Superstores Great Canadian Food Store Stores

### SCHEDULE OF BENEFITS FOR EMPLOYEES

<b>Life Insurance</b>	\$25,000
<b>AD&amp;D Insurance (Principal Sum)</b>	\$25,000
<b>Weekly Income Insurance</b>	66 2/3% of your weekly earnings up to the maximum allowable under the Employment Insurance Act
<b>Long Term Disability Insurance</b>	66 2/3% of your monthly earnings up to a maximum of \$1,500

### DEPENDENTS

<b>Life Insurance</b>	
Spouse	\$5,000
Child	\$2,500

### EMPLOYEES AND DEPENDENTS

<b>Hospital Daily Room and Board Amount</b>	Semi-private
<b>Health Care</b>	
Calendar Year Deductible (per family member)	\$25
Calendar Year Deductible (per family)	\$50
Co-insurance Percentage	100%
Out-of-hospital Nursing Maximum	\$10,000
Paramedical Covered Expenses	
– for each visit	\$10
– for each practitioner in any calendar year	\$300
Extra Care Covered Expenses	
Out-of-hospital Psychologists Maximum	
– for each visit	\$10
– in any calendar year	\$300
Out-of-hospital Speech Therapist Maximum	
– for each visit	\$10
– in any calendar year	\$300

Orthopaedic Shoe Annual Maximum	\$100
Orthotics	\$500
(24 months adults over age 25/ 12 months children under age 25)	
Hearing Aid Maximum (in any 5 year period)	\$350
Global Medical Assistance	
Maximum Lodging Amount	\$1,500
Lifetime Maximum	Unlimited
Physiotherapy Annual Maximum	\$500

### **Dental Care**

Dental Fee Guide – The Ontario Dental Association Fee Guide in effect on the date treatment is rendered

Calendar Year Deductible (per family member)	\$25
Calendar Year Deductible (per family)	\$50
Co-insurance Percentages	
– Routine Treatment	100%
– Major Treatment	80%
– Orthodontic Treatment	50%
Routine /Major Maximum	\$2,000 each employee year
Orthodontic Maximum (per course of treatment)	\$2,000

### **Vision Care**

Deductible	Nil
Co-insurance Percentage	100%
Vision Care Maximum (24 month period)	\$200
Covered Expenses:	
Eyeglass	
Contact Lens	
Eye exams (maximum of \$60, 1 exam per 24 months)	
Contact Lenses for Special Condition	
Lifetime Maximum	\$450

## **CHANGES IN INSURANCE BENEFITS**

If your insurance benefits change because of an amendment to the plan or because of a change in your age, class, earnings, dependent status, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits. If you are not at work on the

date the new benefits would otherwise become effective, the change will not become effective until you return to work. Increased benefits for a dependent confined in hospital on the date the new benefits would otherwise become effective do not become effective until he or she is released from hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

## **PROTECTING YOUR PERSONAL INFORMATION**

The Company and its benefit administrator recognizes and respects every individual's right to privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. The personal information we receive from you is used to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

We limit access to information in your file to staff or persons authorized by the Company and/or its benefits administrator(s) who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your health care provider, other insurance and reinsurance carriers, and your plan administrator may also exchange information when it is needed to administer the group benefit plan.

## **ELIGIBILITY**

You will become eligible to join the group insurance plan after you complete three months of continuous full time employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- You and your dependents will be covered as soon as you become eligible.

- You must be actively at work for insurance to take effect. You are considered to be actively at work if you are not disabled and you are either at work or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary, part-time and seasonal employees may not join the plan.

## **DEFINITION OF DEPENDENT**

Dependent means:

- Your eligible spouse

The term **eligible** spouse is defined as a person of the opposite or same sex who is legally married to the employee, or has continuously resided with the employee for not less than one full year having been represented as members of a conjugal relationship (common law). In the event of divorce, legal separation, or discontinuance of cohabitation (common law spouse), the employee may elect to continue membership of the former spouse or to provide notice to terminate coverage for the spouse. Coverage will at no time be covered for more than one spouse.

- Your insurable children

Children are insurable for health insurance if they are

- your or your insured spouse's unmarried natural, adopted, or step child, or
- an unmarried child you or your insured spouse have been appointed guardian for all purposes by a court of competent jurisdiction.

Children are insurable from live birth for dependent life insurance if they are your or your insured spouse's unmarried natural, adopted, or step children.

Children under age 21 must not be working more than 30 hours a week, unless they are full-time students.

Children age 21 or over must either be:

- (1) full-time students under age 25, or
- (2) incapacitated for a continuous period beginning before age 21 or while a full-time student and before age 25.

Unmarried children of your spouse are considered dependents only if

- they are also your children, or
- your spouse is living with you and has custody of the children.

Children for whom you or your insured spouse have been appointed guardian are not insurable unless:

- (1) The company has received satisfactory proof of guardianship, and
- (2) if your insured spouse is the guardian, your spouse is living with you.

Children are considered full-time students if they have been in registered attendance at an elementary school, high school, university, or similar educational institution for 15 hours a week or more sometime in the last 6 months. Children are **not** considered full-time students if they are being paid to attend an educational institution.

Children are considered incapacitated if they are incapable of supporting themselves due to a physical or mental disorder.

### **LIFE INSURANCE FOR EMPLOYEES**

- If you die, your beneficiary will be paid the amount of your group life insurance. (See the **Schedule of Benefits** at the front of this booklet for the amount.)
- If you become disabled while insured and before reaching age 65, and your disability continues without interruption for at least six months, your life insurance will remain in force without further premium payment until you recover or reach age 65. Proof of continued disability may be required each year.
- If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earlier of the following:
  - (1) the date your insurance is terminated by your employer, or
  - (2) the date your insurance would normally terminate under the Termination of Insurance section.
- If any or all of your insurance terminates, **at or before age 65**, you may be able to apply for an individual conversion policy.

Application for an individual conversion policy must be made within 31 days after termination of insurance. During this period your life insurance under this plan will remain in force free of charge.

See your Employer for complete details about the types of conversion policies available.

## LIFE INSURANCE FOR YOUR DEPENDENTS

- If your dependent dies, you will be paid the amount for which he or she was insured. (See the **Schedule of Benefits** at the front of this booklet for the amount.)
- If your spouse's insurance terminates at or before age 65, your spouse may be able to apply for an individual conversion policy.

Application for an individual conversion policy must be made within 31 days after termination of insurance. During this period your spouse's life insurance under this plan will remain in force free of charge.

See your Employer for complete details about the types of conversion policies available.

## ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS INSURANCE

If you suffer any loss shown in the **TABLE OF LOSSES** as the result of an accident occurring while you are insured, you will be paid up to the "Principal Sum". (See the Schedule of Benefits at the front of this booklet for the amount.)

### TABLE OF LOSSES

#### For loss of:

Life
Both hands or both feet
Sight of both eyes
One hand and one foot
One hand and sight of one eye
One foot and sight of one eye
Speech and Hearing in both ears
One arm or one leg
One hand or one foot or sight of one eye
Speech
Hearing in both ears
Thumb and index finger or at least 4 fingers of one hand
All toes of one foot

#### The amount payable will be:

The Principal Sum
The Principal Sum
The Principal Sum
The Principal Sum
The Principal Sum
The Principal Sum
The Principal Sum
3/4 Principal Sum
1/2 Principal Sum
1/2 Principal Sum
1/2 Principal Sum
1/4 Principal Sum
1/8 Principal Sum

#### For loss of use of:

Both legs or both arms or both hands
One leg or one arm
One hand

The Principal Sum
3/4 Principal Sum
1/2 Principal Sum

## **Points to Note About AD&D Insurance**

- The Principal Sum is the maximum amount that would be paid for injuries to any one person resulting from any one accident. This means that if you were to lose both hands and both feet in an automobile accident, you would receive the Principal Sum only, not double the Principal Sum.
- No benefits will be paid for injury or death resulting from intentional self-mutilation, suicide, viral infection, bacterial infection, any form of disease or illness or physical or mental infirmity, medical or surgical treatment, participation in a riot, war or any act of war, insurrection, service in the armed forces of any country, air travel serving as a crew member, air travel in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not properly licensed or the pilot is not properly certified to operate the aircraft.
- Benefits will be paid only if the loss occurs within 365 days after the accident and, in the case of loss of use, the loss is continuous for at least 365 days.
- “Loss” means complete loss by severance except that in the case of loss of sight, speech or hearing, it means loss beyond remedy by surgical or other means.
- “Loss of use” means total loss of ability to perform every action and service the arm, hand or leg was able to perform before the accident.

## **WEEKLY INCOME INSURANCE**

If you are unable to earn your living because of an accident or illness, your Weekly Income Insurance would provide you with a weekly income. (See the Schedule of Benefits at the front of this booklet for the amount.)

- To receive Weekly Income benefits you need not be confined at home, but your disability must be severe enough to prevent you from performing your regular work, and you must be under the continuous care and personal attendance of a physician.
- Weekly Income benefits begin with the first day of disability due to injury or the fourth day of disability due to illness.

If you have not seen a physician on or before the date benefits would otherwise start, they will not start until after your first visit to the physician.

- Weekly Income benefits will be paid for a total of not more than 4 weeks for each period of disability.
- Benefits will not be paid for:
  - disability due to injury sustained while working for pay or profit.
  - disability due to or associated with treatment rendered for aesthetic purposes.
  - disability during a period you are serving a prison sentence.
  - disability during the scheduled duration of a leave of absence including maternity leave. Maternity leave is considered to begin on the earlier of the date agreed upon by you and your employer or the date of birth. This limitation does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy
  - disability during the scheduled duration of any lay-off unless you become disabled
    - (a) before notice of lay-off is given, or
    - (b) more than 2 months before the date the lay-off is scheduled to begin, whether or not notice of lay-off has been given.
  - disability resulting from self-inflicted injury, war, or engaging in a riot or insurrection.
- Successive absences from work are considered to be in the same period of disability unless separated by
  - two complete consecutive weeks of active, full-time work, or
  - one full day of work if the disability is due to completely different causes.
- Your Weekly Income benefits will be reduced by any amounts payable under
  - an Automobile Insurance Plan where permitted by law
  - any Workers' Compensation or similar program.

## LONG TERM DISABILITY INSURANCE

Long Term Disability insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to disease or injury. Because your employer pays all or a portion of the cost of this LTD insurance, the monthly benefit is **taxable** for income tax purposes.



## **Benefits Entitlement**

You are entitled to benefits after you have been continuously disabled for 119 days.

If disability is not continuous, the days you are disabled can be accumulated to satisfy the waiting period as long as no interruption is longer than 2 weeks and the disabilities arise from the same disease or injury.

If you are receiving disability or sick leave benefits that are still being paid when the waiting period ends, the waiting period will be extended to the date the disability or sick leave benefits end, but not longer than one year after your disability starts.

After the waiting period, successive disabilities are considered to be in the same disability period if they arise from the same disease or injury and the later disability starts:

- within 6 months after the previous disability ends; or
- within 24 months after the end of an approved comprehensive rehabilitation program. Rehabilitation plans are not considered under this 24-month provision.

LTD benefits are payable for the first 24 months following the waiting period injury or disease prevents you from doing your own job. You are **not** considered disabled if you can perform a combination of duties that regularly take at least 60% of your time at work to complete. Only the duties you regularly performed for the employer before disability started are considered.

After 24 months, LTD benefits continue to be payable only if disease or injury prevents you from being gainfully employed in any job. Gainful employment is work you are medically able to perform, for which you have at least the minimum qualifications, and which provides you with an income of at least 50% of your pre-disability monthly earnings, indexed for inflation. The employment must exist either in the province or territory where you worked when you became disabled or where you now live. Whether or not employment is actually available is not considered in assessing your disability.

You are entitled to LTD benefits as long as your disability continues, or for five years, whichever is less, but only until you reach age 65.

### **Amount Payable**

Your monthly LTD benefit before reduction by other income is 66 2/3% of your pre-disability monthly earnings up to a maximum benefit of \$1,500 per month.

Your monthly LTD benefit is reduced by other income you are entitled to during disability.

- Your LTD benefit is first reduced by:
  - disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan.
  - benefits under any Workplace Safety and Insurance Act
- Your LTD benefit is then reduced if it together with the other income listed below exceeds 80% of your pre-disability monthly earnings. This percentage is called the coordination level. In this case, your LTD benefit is reduced by the amount in excess of the coordination level. Under this provision, other income includes:
  - benefits another member of your family is entitled to on the basis of your disability under the Canada or Quebec Pension Plan.
  - loss of income benefits available through legislation which you and any other members of your family are entitled to on the basis of your disability. Automobile insurance benefits are included where permitted by law.
  - disability benefits under a plan of insurance available as a result of your membership in an association of any kind.
  - employment income, disability benefits, or retirement benefits related to any employment, except for income from an approved rehabilitation plan or program. Rehabilitative employment income is considered only under the rehabilitation incentive.

### **Rehabilitation Incentive**

Earnings received from an approved rehabilitation plan or program are not used to reduce your monthly LTD benefit unless those earnings, together with your income from this plan and the income used to reduce your LTD benefit under the amount payable section, would exceed 100% of your pre-disability monthly earnings. If they do, your LTD benefit is reduced by the amount in excess of 100%.

### **Inflation Protection**

The amount payable under this plan is recalculated annually for inflation protection. At that time the coordination level under the amount payable section and the income limit under the rehabilitation incentive are adjusted to reflect increases in the Consumer Price Index.

Cost-of-living increases in Canada and Quebec Pension plan benefits that take effect after you qualify for benefits are only included as “other income” under the amount payable section when your LTD benefit payment is recalculated for inflation. At that time they are included as income to which the coordination level applies.

### **Rehabilitation Benefits**

The rehabilitation benefit is designed to help you, as a disabled individual, return to gainful employment and therefore a more productive lifestyle.

Rehabilitation involves a training strategy or work related activity that:

- can be expected to facilitate your return to your own or another job; and is recommended or approved by the disability carrier

In considering whether or not a rehabilitation proposal is appropriate, the adjudicator assesses such factors as the expected duration of disability, and the level of activity required to facilitate the earliest possible return to employment.

The disability carrier recognizes your needs by making a distinction between a comprehensive rehabilitation program and a rehabilitation plan.

To be classified as a comprehensive rehabilitation program, the goal must be to return to work:

- in a different job that requires extensive or prolonged training; or
- in a self-employed capacity.

Training is considered extensive or prolonged if it lasts longer than 12 consecutive months.

To be classified as a rehabilitation plan, the goal must be to return to work:

- in the same job;
- in a modified job with the same employer; or
- in a different job that capitalizes on transferable skills.

If you do not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the disability carrier and the company, you will no longer be entitled to benefits.

When the disability carrier recommends or approves a rehabilitation plan or program, careful consideration is given to its duration.

The duration must be approved by the carrier. Once approved, your qualification for benefits is guaranteed for that period as long as you continue to participate and cooperate in the plan or program.

If you are participating in a comprehensive rehabilitation program that involves employment, your qualification for benefits is guaranteed until at least the end of the 24-month “own job” period described under the benefits entitlement section.

If you are participating in a comprehensive rehabilitation program that involves training rather than employment, the benefit period will be extended up to 6 months after training ends. This extension is provided for purposes of job search.

Employment income earned during this extension will be considered under the rehabilitation incentive.

To further help you return to gainful employment, the benefit will include expenses, other than usual employment expenses, associated with a rehabilitation plan or program. The maximum expense benefit during a disability period is 3 times your monthly LTD benefit. Expenses claimed under this benefit must be pre-authorized by the disability carrier.

If your insurance terminates at the end of a rehabilitation plan or program that requires you to change employers, you may convert your group coverage to an individual disability income policy without proof of insurability. If you are interested in obtaining an individual policy, ask your employer for further details.

### **Survivor Benefit**

If you die while LTD income benefits are payable, your named beneficiary will receive a survivor benefit equal to 3 times your monthly LTD benefit.

### **Benefit Limitations**

No benefits will be paid for:

- disability periods that begin before your insurance starts or after it ends.
- disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts after:
  - you have been continuously insured for 1 year; or
  - you have not had medical care for the disease or injury for a

continuous period of 90 days ending on or after the date your insurance took effect.

- any period of disability after you fail to participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the disability carrier.
- any period in which you do not participate or cooperate in a reasonable and customary treatment program for your disability.

Depending on the severity of the condition, the plan may require you to be under the care of a specialist.

If substance abuse contributes to your disability, your treatment program must include participation in a recognized substance abuse withdrawal program.

- the scheduled duration of any lay-off or leave of absence. A leave of absence is considered to start on the date agreed upon by you and your employer.

This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy. If a child is born before a period of maternity leave is scheduled to start, the leave is considered to start on the date of birth.

- any 12-month period in which you do not live in Canada for at least 6 of those months.
- a period of confinement in a prison or similar institution.
- disability arising from war, insurrection, or voluntary participation in a riot.

## **HOSPITAL**

Hospital Insurance provides protection against the cost of medically necessary hospital charges for which there is no reimbursement from the provincial hospital plan. Hospital Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

- For regular hospital room and board, the plan pays up to the usual daily charge of the hospital concerned for semi-private care.
- For confinement in an Intensive Care Unit, the plan pays the reasonable and customary charges.
- If you or one of your dependents is confined in a convalescent

hospital, the plan pays up to the usual daily charge of the hospital concerned for semi-private convalescent care, as long as the confinement

- (1) is recommended by your doctor, and
  - (2) follows a 3-day confinement in a hospital as a registered bed-patient and is for the same condition.
- If you or one of your dependents requires treatment as an out-patient, the plan pays the reasonable and customary charges incurred for services and supplies received for the treatment.
  - The plan pays the reasonable and customary charges for other hospital services and supplies received during confinement as a registered bed-patient.

**Please Note:** No benefits will be payable for a hospital confinement which started before your insurance became effective.

## HEALTHCARE INSURANCE

Healthcare Insurance provides protection against the cost of those medically necessary services and supplies for which there is only partial or no reimbursement from the provincial health plans. Healthcare Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

### **Deductible – show the pamphlet**

- You pay a deductible of \$25 for all covered expenses except Worldwide Travel Benefit (WTB) covered expenses.

You pay the deductible only once for any one family member in any calendar year.

- You only pay the deductible once if two or more family members incur expenses as a result of the same accident.

Not more than \$50 is required in deductible amounts for all members of your family in any calendar year.

- So that you will not have to pay the deductible twice in a short period for the same family member, any covered expenses applied against it in the last three months of a calendar year may also be applied against the deductible for the next calendar year.

## **Co-insurance Percentage**

- The Plan pays 100% of WTB covered expenses.
- After you have paid the deductible, the plan pays 100% of all other covered expenses.

## **Covered Expenses**

The following services and supplies are covered by your Healthcare Insurance where permitted by law and to the extent they are not covered under your Provincial Medicare Plan:

- Doctors' services for treatment provided outside your province of residence
- Physiotherapists' services other than by members of your family
- Radio-active materials
- Oxygen
- Blood transfusions
- Ambulance transportation to the nearest centre where adequate treatment is available (including licensed air ambulance)
- Injectable drugs when administered by a doctor for which no non-injectable alternative is available
- Out-of-hospital treatment of accidental injury to natural teeth completed within 6 months after the accident
- Rental or, at the carrier's discretion, purchase of the following supplies, appliances and prosthetic devices prescribed by a doctor:
  - standard wheelchairs (excluding electric wheelchairs except for quadriplegics)
  - standard hospital beds (excluding electric hospital beds), bed rails and trapeze bars
  - splints (excluding dental splints), canes, walkers, crutches and casts
  - orthotic appliances which are specifically designed and constructed for the patient
  - Jobst sleeves for lymph oedema following mastectomy, Jobst burn garments and Jobst support hose
  - braces with rigid supports (excluding lumbar supports)
  - orthopaedic shoes, if an integral part of a brace

- stump socks, shoulder harnesses, head halters, traction apparatus and cervical collars
- colostomy apparatus, ileostomy apparatus and catheters
- enuretic devices
- PUVA therapy for psoriasis, when administered by a dermatologist
- intermittent positive pressure breathing machine
- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma
- apnoea monitors for respiratory dysrhythmias
- iron lung
- artificial eyes, including repairs
- one pair of eyeglasses or contact lenses following cataract surgery
- artificial limbs (including repairs and replacement but excluding myoelectrical limbs)
- external breast prostheses, once per calendar year, post-mastectomy
- transcutaneous nerve stimulator for up to 6 months
- non-union bone stimulators
- pacemakers
- insulin, insulin syringe and testing supplies for diabetics
- Out-of-hospital services of a registered nurse, licensed practical nurse or registered nursing assistant. Benefits are limited to \$10,000 for all services in any calendar year. No benefits are paid for services provided by a member of your family **or** for services which do not require the specific skills of a registered nurse, licensed practical nurse or registered nursing assistant.
- Drugs and medicines prescribed by a doctor and dispensed by a licensed pharmacist. No benefits are paid for:
  - vitamins or vitamin supplements other than injectable vitamins, dietary supplements, diet foods, contraceptive devices
  - drugs used to treat erectile dysfunction, other than the injectable or suppository formats of the prescription drug alprostadil



- any single purchase of drugs or medicines which would not be used within a 90-day period
- any drug or item which does not have a drug identification number as required by Section 005 of Division 1 of the Food and Drugs Act, Canada
- drugs that are registered under Division 10 of the Regulations to the Food and Drugs Act, Canada

**Please Note:** Coverage under this plan for drugs eligible under any government drug plan is limited to the deductible amount and co-insurance you are required to pay under the government plan.

- Services of a chiropractor, osteopath, chiropodist/podiatrist or naturopath up to a maximum of \$10 for each visit. Benefits are limited to \$300 for all visits in any calendar year. No limit is applied to x-ray tests performed in connection with these services.

**Please Note:** No benefits will be paid under this plan for treatment by a paramedical practitioner for which the provincial medical plan of your home province covers a portion of the charge until after the provincial health plan has paid out its maximum benefit.

- Out-of-hospital services of a psychologist up to a maximum of \$10 for each visit. Benefits are limited to \$300 for all visits in any calendar year.
- Out-of-hospital services of a speech therapist for correction of speech impairments up to a maximum of \$10 for each visit. Benefits are limited to \$300 for all visits in any calendar year.
- Orthopaedic shoes, prescribed by a doctor, which are specifically designed and constructed. Benefits for these expenses are limited to \$100 in any calendar year.
- Hearing aids (excluding batteries and repairs) prescribed by an Ear, Nose and Throat Specialist. Benefits for these expenses are limited to \$350 in any 5 year period.

### **Worldwide Travel Benefit (WTB)**

- If you or a dependent needs medical assistance while travelling on business, vacation or to or from an educational facility, this program pays for certain emergency services provided through a worldwide communications network. These services are covered in addition to those hospital and medical expenses described earlier. Each covered family member will be issued an identification

card listing the network's worldwide emergency telephone numbers.

- Coverage for travel within Canada is limited to emergencies arising more than 500 kilometres from your or your dependent's home.
- The program provides you and your dependents with 24-hour a day telephone access to the worldwide communications network. Program personnel will direct you to the nearest doctor or medical outlet equipped to provide the treatment needed.
- The program provides on-site hospital payment when required for admission.

The following services are covered, subject to the carrier's prior approval:

- If you or a dependent is critically ill or injured and suitable local care is not available, the program covers the cost of medical evacuation including transportation and medical care enroute to the nearest suitable hospital while travelling in Canada. If you or a dependent is travelling outside Canada, the program covers transportation to a hospital in Canada or to the nearest hospital outside Canada where treatment is available.
- If you or a dependent is alone and confined to hospital for more than 7 days while travelling, the program will pay for one round trip economy class for one family member to the place where you or your dependent is hospitalized. Benefits will also be paid for moderate quality lodgings for the family member up to a maximum of \$1,500.
- If you or a dependent is hospitalized while travelling with a companion, the program will pay the extra costs for moderate quality lodgings incurred when the return trip is delayed due to the medical condition of yourself or dependent. Benefits will be paid up to a maximum of \$1,500.
- The program covers the cost of comparable return transportation home if you or a dependent and a travelling companion miss prearranged, prepaid return transportation because of hospital confinement. A rental vehicle is not considered prearranged, prepaid return transportation.
- If you or a dependent dies, the program also pays for the preparation and transportation of the deceased home.
- If you or a dependent is hospitalized or dies, leaving unaccom-

panied minor children who travelled with you or a dependent, the program will pay return transportation home for the children and an escort when necessary.

- If you or a dependent is unable to drive due to sickness or injury, the program will pay the costs of returning the vehicle, either private or rental, home or to the nearest appropriate vehicle rental agency. Benefits will be paid up to a maximum of \$1,000. No benefits will be paid for vehicle return if transportation reimbursement benefits are paid for comparable return transportation home.

### **Points to Note**

Eligible lodging expenses include room charges, telephone calls and taxi fares and car rental charges for transportation to and from the hospital. Meal charges are not covered.

Neither the communications network nor the carrier is responsible for the availability, quantity, quality or results of any medical treatment received by you or a dependent or for unsuccessful attempts by you or a dependent to obtain medical services.

When your insurance terminates, you must return your identification cards to your employer.

### **Services Not Paid by Healthcare Insurance**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- Services not listed as covered expenses
- Delivery and transportation charges
- Services and supplies which are required for recreation or sports but which are not medically necessary for regular activities
- Services and supplies received during a period of hospital confinement which began before your insurance became effective
- Hospital charges (These services are covered under the Hospital Insurance described earlier in this booklet.)

### **OUT-OF-PROVINCE COVERAGE**

The health insurance part of this plan provides coverage for expenses incurred outside your home province when:

- (1) you or your dependent is temporarily out-of-province on busi-

ness or vacation or for educational or training purposes and the expenses arise as a result of an emergency or unexpected sudden illness, or

- (2) the required medical treatment is not readily available in your home province.

If the medical treatment is readily available elsewhere in Canada but you seek treatment outside Canada, benefits will be limited to the reasonable and customary charges of the nearest Canadian medical centre equipped to provide the necessary treatment.

Before incurring **any** non-emergency expenses outside Canada it is strongly suggested that you submit a treatment plan so the carrier can let you know the amount payable before you incur the expense.

## **DENTALCARE INSURANCE**

Dental Care Insurance provides protection against the cost of dental services which are often significant and unexpected. To be considered a covered expense, the charge for a particular service must be reasonable and customary for the service provided in the area where the expense is incurred and will be limited to the maximum fee level of the Ontario Dental Association Fee Guide in effect on the date treatment is rendered.

Dental Care Insurance covers necessary dental treatment by a dentist or physician or by other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants and dental hygienists) and will also cover services rendered by dental specialists, denturologists, denturists and denture therapists where they are permitted by law to deal directly with the public. If there is no fee schedule for these practitioners in your province, payment will be based on the appropriate General Practitioners' schedule.

### **Deductible**

- You pay a deductible of \$25 for Routine, Major and Orthodontic Treatment covered expenses.
- The deductible will not be applied to any covered expenses incurred solely as the result of accidental injury to natural teeth.
- You pay the deductible for Routine, Major and Orthodontic Treatment only once in any calendar year for any one family member. However, if a course of Orthodontic Treatment or any other course of dental treatment for which the estimated cost is \$200 or more

continues into the next calendar year, you only pay the deductible once for the complete course of treatment, provided a treatment plan has been submitted.

- Not more than \$50 is required in deductible amounts for Routine, Major and Orthodontic Treatment for all members of your family in any calendar year.

### **Co-insurance Percentage**

- After you have paid the deductible, the plan pays 100% of the balance of Routine Treatment covered expenses, 80% of the balance of Major Treatment covered expenses and 50% of the balance of Orthodontic Treatment covered expenses.

### **Maximum Benefit**

- Benefits are limited to \$2,000 for all Routine and Major Treatment covered expenses for any one family member in any employee year.
- Benefits are limited to \$2,000 for each complete course of Orthodontic Treatment.

### **Treatment Plan**

- Before your dentist starts a course of treatment, he will, upon request, prepare a “treatment plan” – a written report describing his recommendations as to necessary treatment and cost.
- It is suggested you submit a treatment plan to the carrier before treatment starts for any Routine or Major Treatment expected to cost more than \$200, and for all Orthodontic Treatment.
- A pre-determination of the benefits payable for the proposed treatment will then be calculated so you know in advance the portion of the cost you will have to pay. Any pre-determination of benefits is only valid for 90 days from its date of issue.

### **Covered Expenses**

The following items are considered covered expenses under this Dental care Benefit:

#### **Routine Treatment**

- oral examinations, polishing of teeth, topical application of fluoride solutions and bite-wing x-rays, twice in any calendar year but not more than once in any 5-month period
- scaling of teeth

- full mouth series of x-rays once every 24 months
- extractions and alveolectomy at the time of tooth extraction
- amalgam, silicate, acrylic and composite fillings
- dental surgery
- general anaesthesia and diagnostic x-ray and laboratory procedures required in relation to dental surgery
- endodontics (root canal therapy)
- periodontal treatment
- necessary treatment for relief of dental pain
- cost of medication and its administration when provided by injection in the dentist's office
- space maintainers for missing primary teeth and habit-breaking appliances
- consultations required by the attending dentist
- relines and rebases to existing dentures
- stainless steel crowns
- pit and fissure adhesive sealants

### **Major Treatment**

- crowns (other than stainless steel crowns)
- installation of an initial appliance (bridgework or dentures) if such appliance is required because at least one additional natural tooth was necessarily extracted after the effective date of coverage for the individual
- replacement of existing dentures or bridgework if

- (a) they are required because of the extraction of one or more natural teeth after the effective date of coverage for the individual and the existing bridgework or dentures cannot be made serviceable.

If the existing bridgework or dentures can be made serviceable, only the expense of the portion of the replacement bridgework or dentures that replaces the extracted teeth is considered a covered expense.

- (b) the existing bridgework or denture is at least 5 years old and cannot be made serviceable
- (c) the existing bridgework or denture was temporarily installed after the effective date of coverage for the individual and is replaced by a permanent appliance
- (d) the replacement bridgework or denture is made necessary as the result of an initial placement of an opposing denture while insured
- (e) the replacement denture or bridgework is made necessary as the result of an accidental bodily injury while insured

- repairs to existing bridgework or dentures
- adjustments to bridgework or dentures after the 3-month post-insertion care period
- treatment involving the use of gold when such treatment cannot be rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice

### **Orthodontic Treatment**

- orthodontic treatment (the correction of malposed teeth) for dependent children who are at least 6 but not more than 18 at the time treatment commences

### **Exclusions**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- expense of dentures which have been lost, mislaid or stolen
- charges for dental treatment involving the use of gold which are in excess of the charges that would have been made if a reasonable substitute could have been used
- charges made by a dentist for broken appointments or for completion of claim forms required by Great-West Life
- services or supplies rendered for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction
- covered expenses for treatment of accidental injury to natural teeth completed more than 12 months after the accident

## **VISIONCARE**

Vision Care Insurance provides protection against the cost of vision services and supplies rendered or prescribed by an ophthalmologist or an optometrist. Vision Care Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

### **Covered Expenses**

The plan pays 100% of the following covered expenses:

- Eyeglass frames and lenses (or contact lenses selected in place of

lenses and frames) when required for an initial lens prescription or a change in a lens prescription.

- Eye exams (maximum payment of \$60 and 1 exam per 24 month period)
- Benefits for covered expenses are limited to a maximum of \$200 in any 24 month period for all expenses or services combined.
- Replacement of eyeglass frames and lenses which have been lost, stolen or broken, will only be covered if you have been continuously covered under this plan for at least 36 months and the family member requiring the replacement has not received benefits for these vision care supplies for at least 36 months.
- Contact lenses which are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way and visual acuity cannot be improved to at least the 20/40 level in the better eye with ordinary eyeglasses. Benefits for these expenses are limited to a lifetime maximum of \$450.

### **Services Not Paid for by Vision care Insurance**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- artificial eyes, sunglasses or safety glasses

### **CO-ORDINATION OF BENEFITS**

If you or one of your dependents is entitled to benefits for the same expenses

- (1) from this plan and some other group insurance plan, or
- (2) from this plan and any government insurance plan, or
- (3) from this plan and any automobile insurance plan, or
- (4) as both an employee and a dependent under this plan, or
- (5) as a dependent of both parents under this plan

benefits will be co-ordinated so that the total benefits from all plans will not exceed the expenses actually incurred.

### **GENERAL LIMITATIONS**

Your health insurance does not cover Hospital, Healthcare, Dental care and Vision care services and supplies in the following situations:

- illness or injury for which you or your dependents are covered under Workers' Compensation or similar program



- services received for confinement which is primarily for chronic or custodial care
- services received in a government hospital unless you are required to pay for such services
- services to which the patient is entitled without charge, or for which there would be no charge if there were no insurance
- services or portion thereof provided under any government sponsored hospital or medical care program
- aesthetic surgery (cosmetic surgery for beautification purposes)
- services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- services received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- service, including part-time or temporary service, in the armed forces of any country
- services required due to war (declared or undeclared), insurrection, or participation in a riot
- services required due to any intentional self-inflicted injury or disease, while sane or insane

## **TERMINATION OF INSURANCE**

### **Please see Company response**

Your insurance will terminate when:

- your employment ends, or
- the group policy terminates, or
- you reach age 65
- you are no longer in an eligible class.

Your dependents' insurance will terminate when:

- your insurance terminates, or
- your dependent is no longer an insurable dependent, or
- you are no longer in a class eligible for dependent insurance.
- you are no longer in an eligible class.

If your employment ends because of injury, sickness, leave of absence or temporary lay-off, you may be entitled to continued insur-

ance under this plan. Your employer will provide you with the details on the types of insurance, if any, that may be continued and the length of the extensions available.

**Note:** Healthcare, Vision Care and Dental Care benefits will be extended for two years from the date last worked in the event of a disabling disease or injury.

## **EXTENDED BENEFITS AFTER TERMINATION**

**Weekly Income Insurance** – If your insurance terminates while you are disabled you will continue to receive Weekly Income benefits during that period of disability, up to the maximum noted in the Weekly Income benefit description.

**Hospital and Healthcare** – If your insurance terminates while you or one of your dependents is totally disabled, your benefit payments for that disability will be continued until the earliest of the following:

- the date the disability ends,
- 90 days from the date the group policy terminates,
- the date you have received benefits for a period equal in length to the period for which you were insured,
- the end of the calendar year next following the calendar year in which your or your dependent's insurance terminates.

If your Healthcare Insurance terminates due to termination of the Healthcare benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Healthcare benefit was still in force.

**Dental Care** – If your insurance terminates due to termination of the Dental Care benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Dental Care benefit was still in force.

If payments have begun under this plan for Orthodontic Treatment and the insurance for the person receiving the treatment terminates, orthodontic benefits will be continued during the 3-month period immediately following termination of insurance.

## **CONTINUATION OF HEALTH BENEFITS FOR DEPENDENTS**

If you die, the health benefits for your dependents will be continued for a period of 2 years.

- If your surviving children cease to qualify as eligible dependents (as defined earlier in this booklet), the health benefits being continued after your death will terminate on the date they no longer qualify.
- If a dependent is disabled on the date insurance under this continuation terminates, insurance payments for that dependent will be continued until the earlier of the following:
  - the date the disability ends,
  - 90 days from the date the insurance terminated.

**Please Note:** If your dependent is in the hospital on the last day of this 90-day period, insurance payments for that dependent will be continued until the hospital confinement ends or until maximum benefits have been paid.

## **HOW TO MAKE YOUR CLAIMS**

For Group Life, Optional Life, Accidental Death & Dismemberment, Optional Accidental Death and Dismemberment, Short Term Disability or Long Term Disability Income claims, please obtain the necessary forms from Human Resources or the benefits administrator.

Health and Dental Benefits claims are on a reimbursement basis:

The employee must pay the provider, obtain an official receipt and submit the appropriate claim form available from the employer along with the receipt(s) to the benefit administrator for consideration of payment. Please Note: For drug claims on a reimbursement basis, receipts must indicate the following information for each prescription item:

- patient's name
- prescription number and date dispensed
- D.I.N. (Drug Identification Number) or drug name, strength and quantity.

**THIS BOOKLET CONTAINS IMPORTANT INSURANCE INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY**

**\*\* The wording of Appendix "J" has been modified. It is understood that if these modifications resulted in a change in coverage that was not amended through negotiations, Appendix "J" from the Collective Agreement expiring July 1, 2006 shall apply.**

## **SCHEDULE OF BENEFITS FOR**

**Part-time Union Employees  
Real Canadian Superstores  
Great Canadian Food Store Stores stores**

## **SCHEDULE OF BENEFITS**

### **EMPLOYEES**

#### **Prescription Drugs**

Deductible	Nil
Co-insurance Percentage	100%
Prescription Drugs	\$10,000 each calendar year

#### **Dispense Fee Limit**

The covered expense for the dispense fee portion of a prescription drug charge is limited to the average dispense fee charged in the province where the drug is dispensed.

#### **Ingredient Cost Limit**

The covered expense for the ingredient portion of a prescription drug charge is limited to the average wholesalers' price plus a reasonable mark-up based on prevailing market conditions.

#### **Interchangeable Products**

The covered expense for interchangeable products is limited to the cost of the lowest priced product in the applicable generic category, unless the prescription has been written by brand name and directed by the prescriber not to be interchanged. If it has, the actual expense will be considered eligible for payment as long as the prescription bears the notation "DO NOT PRODUCT SELECT", "NO SUB", or "NO SUBSTITUTION" on the actual script in the prescriber's own handwriting.

### **EMPLOYEES AND DEPENDENTS**

#### **Dental care**

Dental Fee Guide – The Ontario Dental Association Fee Guide in effect on the date treatment is rendered.

Co-insurance Percentage	80%
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Routine Annual Maximum	January 1, 2003	\$1,000
	January 1, 2004	\$1,250
	January 1, 2005	\$1,500

### **Vision care**

Co-insurance Percentage 100%

Vision Care Maximum (24 month period) \$200

Covered Expenses:

Eyeglass

Contact Lens

Eye exams (maximum of \$60,  
1 exam per 24 months)

Contact Lenses for Special Conditions

Lifetime Maximum \$450

## **CHANGES IN INSURANCE BENEFITS**

If your insurance benefits change because of an amendment to the plan or because of a change in your age, class, earnings, dependent status, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits. If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work. Increased benefits for a dependent confined in hospital on the date the new benefits would otherwise become effective do not become effective until he or she is released from hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

## **PROTECTING YOUR PERSONAL INFORMATION**

The Company and its benefit administrator recognizes and respects every individual's right to privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. The personal information we receive from you is used to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment

- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

We limit access to information in your file to staff or persons authorized by the Company and/or its benefits administrator who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your health care provider, other insurance and reinsurance carriers, and your plan administrator may also exchange information when it is needed to administer the group benefit plan.

## **ELIGIBILITY**

### **Vision Care**

To become eligible for Vision Care benefits you must have been employed for 3 years and have worked 600 hours in the previous calendar year. If you qualify for Vision care then your dependent children also qualify.

### **Dental Care**

To become eligible for Dental Care benefits you must have been employed for 2 years and have worked 800 hours in the previous calendar year. To become eligible for Dental Care benefits you must have been employed for 2 years and have worked 800 hours in the previous calendar year for your dependent children to qualify for Dental care.

### **Prescription Drugs**

To become eligible for Prescription Drug benefits you must have been employed for 3 years and have worked 600 hours in the previous calendar year. To become eligible for Dependent Prescription Drug benefits you must have been employed for 5 years and have worked 900 hours in the previous calendar year.

- You will be covered as soon as you become eligible.
- You must be actively at work for insurance to take effect. You are considered to be actively at work if you are not disabled and you are either at work or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary and seasonal employees may not join the plan.

## DEFINITION OF DEPENDENT

For Prescription coverage only – Dependent means spouse and children:

Dependent means:

- Your eligible spouse

The term **eligible** spouse is defined as a person of the opposite or same sex who is legally married to the employee, or has continuously resided with the employee for not less than one full year having been represented as members of a conjugal relationship (common law). In the event of divorce, legal separation, or discontinuance of cohabitation (common law spouse), the employee may elect to continue membership of the former spouse or to provide notice to terminate coverage for the spouse. Coverage will at no time be covered for more than one spouse.

- Your insurable children under age **18** for vision care and your insurable children under age **21** for dental care and prescription coverage.

Children are insurable if they are:

- your unmarried natural, adopted, or step child, or
- an unmarried child you have been appointed guardian for all purposes by a court of competent jurisdiction.

Eligible children under age **18** or under age **21** must not be working more than 30 hours a week, unless they are full-time students.

Unmarried children of your spouse are considered dependents only if:

- they are also your children, or
- your spouse is living with you and has custody of the children.

Children for whom you or your insured spouse have been appointed guardian are not insurable unless the Company or benefit administrator has received satisfactory proof of guardianship.

Children are considered full-time students if they have been in registered attendance at an elementary school, high school, university, or similar educational institution for 15 hours a week or more sometime in the last 6 months. Children are not considered full-time students if they are being paid to attend an educational institution.

## **PRESCRIPTION DRUG INSURANCE**

### **(Employees and Dependents)**

Prescription Drug Insurance provides protection against the cost of medically necessary prescription drugs for which there is no reimbursement from the provincial health plans. Prescription Drug Insurance covers only those expenses which are considered reasonable and customary for the drug provided in the area where the expenses are incurred.

#### **Co-insurance Percentage**

- The plan pays 100% of covered drug expenses.

#### **Covered Expenses**

- Drugs and medicines which are dispensed by a licensed pharmacist and which require the written prescription of a doctor according to the Food and Drugs Act, Canada and provincial legislation in effect where the drug is dispensed, including:
  - drugs administered by a doctor for which no non-injectable alternative is available, excluding the cost of administration
  - insulin, insulin syringe and testing supplies for diabetics

The following life-sustaining drugs are considered covered expenses:

- anti-convulsants
- mydriatics, cycloplegics, miotics
- anti-anginal agents, anti-arrhythmic agents, cardiotonics, enzymatic debriding agents, topical coronary vasodilators, vasodilators and vasopressors
- bronchodilators and mucolytics
- anti-parkinsonians

#### **No benefits are paid for:**

- any single purchase of drugs or medicines which would not be used within 90 days
- any drug which does not have a drug identification number as defined by Canadian federal legislation
- any drug which is registered under Division 10 of the Regulations to the Food and Drugs Act, Canada
- delivery and transportation charges
- supplies required for recreation or sports that are not medically necessary for regular activities
- drugs used to treat erectile dysfunction



- oral contraceptives
- fertility drugs, whether or not prescribed for a medical reason
- smoking cessation products
- anti-obesity drugs

## **DENTAL CARE INSURANCE**

Dental Care Insurance provides protection against the cost of dental services which are often significant and unexpected. To be considered a covered expense, the charge for a particular service must be reasonable and customary for the service provided in the area where the expense is incurred and will be limited to the maximum fee level of the Ontario Dental Association Fee Guide in effect on the date treatment is rendered.

Dental Care Insurance covers necessary dental treatment by a dentist or physician or by other qualified personnel under the direct supervision of the dental or medical profession (e.g. dental assistants and dental hygienists) and will also cover services rendered by dental specialists, denturologists, denturists and denture therapists where they are permitted by law to deal directly with the public. If there is no fee schedule for these practitioners in your province, payment will be based on the appropriate General Practitioners' schedule.

### **Co-insurance Percentage**

- The plan pays 80% of Routine Treatment covered expenses.

### **Maximum Benefit**

- Effective January 1, 2003 benefits are limited to \$1,000 for all Routine Treatment covered expenses for any one family member in any calendar year.
- Effective January 1, 2004 benefits are limited to \$1,250 for all Routine Treatment covered expenses for any one family member in any calendar year.
- Effective January 1, 2005 benefits are limited to \$1,500 for all Routine Treatment covered expenses for any one family member in any calendar year.

### **Treatment Plan**

- Before your dentist starts a course of treatment, he will, upon request, prepare a "treatment plan" – a written report describing his recommendations as to necessary treatment and cost.

- It is suggested you submit a treatment plan to the dental carrier before treatment starts for any dental treatment expected to cost more than \$200.
- A pre-determination of the benefits payable for the proposed treatment will then be calculated so you know in advance the portion of the cost you will have to pay. Any pre-determination of benefits is only valid for 90 days from its date of issue.

### **Covered Expenses**

The following items are considered covered expenses under this Dental care Benefit:

#### **Routine Treatment**

- oral examinations, polishing of teeth, topical application of fluoride solutions and bite-wing x-rays, twice in any calendar year but not more than once in any 5-month period
- scaling of teeth
- full mouth series of x-rays once every 24 months
- extractions and alveolectomy at the time of tooth extraction
- amalgam, silicate, acrylic and composite fillings
- dental surgery
- general anaesthesia and diagnostic x-ray and laboratory procedures required in relation to dental surgery
- endodontics (root canal therapy)
- periodontal treatment
- necessary treatment for relief of dental pain
- cost of medication and its administration when provided by injection in the dentist's office
- space maintainers for missing primary teeth and habit-breaking appliances
- consultations required by the attending dentist
- relines and rebases to existing dentures
- stainless steel crowns
- pit and fissure adhesive sealants

#### **Exclusions**

In addition to the limitations outlined in the **General Limitations**

section at the back of this booklet, no benefits are paid for the following:

- cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- expense of dentures which have been lost, mislaid or stolen
- charges for dental treatment involving the use of gold which are in excess of the charges that would have been made if a reasonable substitute could have been used
- charges made by a dentist for broken appointments or for completion of claim forms required by the carrier.
- orthodontic treatment
- services or supplies rendered for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction
- covered expenses for treatment of accidental injury to natural teeth completed more than 12 months after the accident

## **VISION CARE**

Vision Care Insurance provides protection against the cost of vision services and supplies rendered or prescribed by an ophthalmologist or an optometrist. Vision care Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

### **Covered Expenses**

The plan pays 100% of the following covered expenses:

- Eyeglass frames and lenses (or contact lenses selected in place of lenses and frames) when required for an initial lens prescription or a change in a lens prescription.
- Eye exams (maximum payment of \$60 and 1 exam per 24 month period)
- Benefits for covered expenses are limited to \$200 in any 24 month period for all expenses or services combined.
- Replacement of eyeglass frames and lenses which have been lost, stolen or broken, will only be covered if you have been continuously covered under this plan for at least 36 months and the family member requiring the replacement has not received benefits for these vision care supplies for at least 36 months.

- Contact lenses which are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way and visual acuity cannot be improved to at least the 20/40 level in the better eye with ordinary eyeglasses. Benefits for these expenses are limited to a lifetime maximum of \$450.

### **Services Not Paid for by Vision care Insurance**

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- artificial eyes, sunglasses or safety glasses

## **CO-ORDINATION OF BENEFITS**

If you or one of your dependents is entitled to benefits for the same expenses

- (1) from this plan and some other group insurance plan, or
- (2) from this plan and any government insurance plan, or
- (3) from this plan and any automobile insurance plan, or
- (4) as both an employee and a dependent under this plan, or
- (5) as a dependent of both parents under this plan benefits will be co-ordinated so that the total benefits from all plans will not exceed the expenses actually incurred.

## **GENERAL LIMITATIONS**

Your health insurance does not cover Prescription Drug, Dental care and Vision care services and supplies in the following situations:

- illness or injury for which you or your dependents are covered under The Workplace Safety and Insurance Board or similar program
- services received for confinement which is primarily for chronic or custodial care
- services received in a government hospital unless you are required to pay for such services
- services to which the patient is entitled without charge, or for which there would be no charge if there were no insurance
- services or portion thereof provided under any government sponsored hospital or medical care program
- aesthetic surgery (cosmetic surgery for beautification purposes)

- services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- services received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- service, including part-time or temporary service, in the armed forces of any country
- services required due to war (declared or undeclared), insurrection, or participation in a riot
- services required due to any intentional self-inflicted injury or disease, while sane or insane

## **TERMINATION OF INSURANCE**

Your insurance will terminate when:

- your employment ends, or
- the group policy terminates, or
- you are no longer in an eligible class.

Your dependents' insurance will terminate when:

- your insurance terminates, or
- your dependent is no longer an insurable dependent, or
- you are no longer in a class eligible for dependent insurance.

If your employment ends because of injury, sickness, leave of absence or temporary lay-off, you may be entitled to continued insurance under this plan. Your employer will provide you with the details on the types of insurance, if any, that may be continued and the length of the extensions available.

**Note:** Prescription Drug, Vision care and Dental care benefits will be extended for two years from the date last worked in the event of a disabling disease or injury.

### **Extended Benefits After Termination**

**Dental Care** – If your insurance terminates due to termination of the Dental care benefit, any benefits payable under this plan for accidental injuries to natural teeth will continue after termination as long as the accident occurred while the Dental care benefit was still in force.

## HOW TO MAKE YOUR CLAIMS

Health and Dental Benefits claims are on a reimbursement basis:

The employee must pay the provider, obtain an official receipt and submit the appropriate claim form available from the employer along with the receipt(s) to the benefit administrator for consideration of payment. Please Note: For drug claims on a reimbursement basis, receipts must indicate the following information for each prescription item:

- patient's name
- prescription number and date dispensed
- D.I.N. (Drug Identification Number) or drug name, strength and quantity

**THIS BOOKLET CONTAINS IMPORTANT INSURANCE INFORMATION AND SHOULD BE KEPT IN A SAFE PLACE KNOWN TO YOU AND YOUR FAMILY**

\*\* The wording of Appendix "J" has been modified. It is understood that if these modifications resulted in a change in coverage that was not amended through negotiations, Appendix "J" from the Collective Agreement expiring July 1, 2006 shall apply.

# **Appendix “M” Health And Safety And Workers’ Compensation Covering All RCSS & GFS Employees**

## **ARTICLE 1 – HEALTH AND SAFETY**

1.01 The Union and the Employer shall co-operate in maintaining regulations which will afford adequate protection for the employees.

1.02 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.

1.03 First Aid kits shall be provided and maintained in the location.

### **1.04 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.

### **1.05 PROTECTIVE EQUIPMENT**

The employer agrees that where it requires an employee to wear safety gear such shall be provided without cost to the employee.

### **Safety Footwear and Reimbursement:**

The Company requires that only employees deemed by the company and are certified to operate material handling equipment will wear safety footwear. In addition, the Company shall determine whose essential duties require that they operate material handling equipment. These employees will be provided with a safety footwear allowance of seventy five dollars (\$75) per year for full-time employees and fifty dollars (\$50) once every two (2) years for part-time employees.

Garden centre employees who are certified and operate material handling equipment will be provided the respective safety footwear allowance once every four years.

This safety footwear allowance will be reimbursed upon submission of the original receipt of purchase.

Safety footwear must be black and no higher than ankle cut and of dress nature. Employees must wear this approved safety footwear for the entire duration of their shift.

Employees who are certified and operate material handling equipment on a casual basis will be required to wear safety footwear provided by the company which will replace toe caps.

It is understood that all references to safety footwear will be CSA approved.

Part-time meat cutters who have one (1) year of service shall be entitled to the boot allowance as provided for full-time employees outlined above.

## **ARTICLE 2 – JOINT HEALTH AND SAFETY COMMITTEES**

### **2.01 (a) Composition:**

A Health and Safety Committee shall be established and shall be comprised of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer at each store.

### **(b) 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.

### **(c) Accident Notification:**

The Health and Safety Committees shall be notified in writing of each lost time accident or injury. The Employer shall investigate and report in writing to the Safety Committees as soon as possible on the nature and cause of the lost time accident or injury.

### **(d) Propane Buffers:**

The Company agrees to make available upon the joint health and safety committee's request or during a monthly inspection copies of any maintenance records and/or schedules of maintenance and/or work performed.

(e) For clarity there shall be one Health and Safety Committee for each store covering both full time and part time employees.

### **(f) 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.



**(g) 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.

**2.02 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.

**2.03 Executive Joint Health And Safety Committee And Accident Rates**

The Company agrees to an Executive Joint Health and Safety Committee to meet two (2) times per year or more often as mutually agreed. The Committee will be responsible, in part, to review and make recommendations regarding WHMIS training, certification training and sector specific training. The Committee will also address Health and Safety Committee needs in order that they may adequately perform their role and discuss health and safety issues, such as the two (2) highest accident rates for the banner and other areas of concern.

The committee composition shall be three (3) representatives from the Company and a minimum of three (3) representatives from the Union.

**2.04 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.

## **ARTICLE 3 – WORKPLACE SAFETY AND INSURANCE**

3.01 The Employer agrees that it will continue to be enrolled under the provisions of the Workplace Safety and Insurance Act of Ontario for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require the employee to take time off.

3.02 An employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of the shift at their hourly rate, unless the doctor states that the employee is fit for further work on that shift.

3.03 The Employer shall provide transportation to and from the place of treatment or hospital.

3.04 Where a full-time employee is faced with an unusual delay (4 weeks or longer) in receipt of benefits in a case where the application for benefits has been filed and is not being contested by the Workplace Safety and Insurance Board or the Employer, the employee will contact the Employer who in turn will investigate the delay. Where financial hardship exist, consideration will be given to provide the employee with a cash advance which the employee will pay in full upon receipt of benefits.

### **3.05 Deemed to be at work for progression purposes:**

The Company agrees to credit the required hours for coverage for part time workers who, in the previous year were off work as a result of a workplace injury that resulted in the employee not meeting the hours worked qualifier for benefit coverage for the coming year.

## **Appendix “N”**

### **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.

## LETTER OF UNDERSTANDING #1

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Bookkeeper Postings –**  
**Loblaws Conventional/GFS/RCSS – All Employees**

Employees that apply for the full-time Bookkeeper position must have one the following:

At least 40 hours of Cash Office experience in the previous calendar year

or

Attend a 16 hour Bookkeeper program.

The program will be paid by the Company and will consist of the following:

- the content and the delivery will be done jointly between the Company and the Union
- the program will be delivered 2 times per year (may be delivered more often depending on interest and geography)
- the program will be ongoing
- employees that are unsuccessful in all or part of the program will be given the appropriate feedback. Employees may take the program again at their own expense or can wait 1 year and take the program again at the Company's expense (the Company will pay for the original and 1 other session if needed).
- The Company and the Union shall mutually agree on the starting date for the program

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #5

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Pharmacy Operations – Loblaws Conventional/GFS/RCSS  
– All Pharmacy Employees**

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.

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #8

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Retirement Benefits – Loblaws Conventional –  
Full Time Employees and Full Time Employees  
in accordance with Letter of Understanding 38 & 61**

This letter will confirm the following understanding between the Company and the Union with regard to the terms and conditions for the provision of continuation of benefits for employees who retire from the Company and were covered by the Collective Agreement between the Company and the Union, expiring July 1, 2015.

- (1) Employees retiring between the ages of 55 and 64 will have their O.H.I.P., Drug and Dental Expense benefit continued until they attain age 65.
- (2) Employees retiring at age 55 or later will have their Semi-private Hospital and Ambulance Expense benefit continued until the death of such retiree.
- (3) Employees who retired or who retire prior to January 1st, 1981, at age 55 or later will be covered for the applicable amount of Life Insurance that was in effect at the time of the retirement until the death of such retiree.
- (4) Employees retiring subsequent to January 1st, 1981 between the age of 55 and 62 will be covered for Life Insurance of \$20,000.00 which will be reduced as follows:

At age 62	\$17,500.00
After one full year	\$15,000.00
After two full years	\$12,000.00
After three full years	\$ 9,000.00
After four full years	\$ 6,000.00
After five full years	\$ 5,000.00



Employees retiring subsequent to January 1st, 1981 at age 62 or after will be provided with Life Insurance of \$17,500.00, which after one (1) full year retirement will be reduced as follows:

After one full year	\$15,000.00
After two full years	\$12,000.00
After three full years	\$ 9,000.00
After four full years	\$ 6,000.00
After five full years	\$ 5,000.00

- (5) Employees retiring subsequent to July 22, 1990, between the age of 55 and 62 will be covered for Life Insurance of \$40,000.00 which will be reduced as follows:

At age 62	\$35,000.00
After one full year	\$30,000.00
After two full years	\$24,000.00
After three full years	\$18,000.00
After four full years	\$12,000.00
After five full years	\$10,000.00

Employees retiring subsequent to July 22, 1990, at age 62 or after will be provided with Life Insurance of \$35,000.00, which after one (1) full year retirement will be reduced as follows:

After one full year	\$30,000.00
After two full years	\$24,000.00
After three full years	\$18,000.00
After four full years	\$12,000.00
After five full years	\$10,000.00

No retired employee will be covered for any benefits other than those specifically referred to above.

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #10

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Job Opportunity Bulletins**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2015.

When a full-time non-posted job opportunity occurs, such opportunity bulletin shall be posted and shall remain posted for twelve (12) working days on the bulletin board or boards provided on the premises for that purpose, so that interested part-time employees may apply. The Company shall provide the Union with a copy of each opportunity bulletin so posted. All non-posted job opportunity bulletins shall designate the classification of the job vacant and the store location.

In the event full-time employees are interested in transferring to the vacancy, they shall have five (5) working days from the date of such posting in which to do so.

All applications shall be in writing and forwarded to the appropriate District Manager.

The District Manager shall forward a list of all applications to the Union.

The Company shall post on the same bulletin board the name and length of service of the successful applicant.

In the event a full-time employee so transfers, the job opportunities bulletin shall remain posted for the required duration, however, the vacancy will be at the store location from which the full-time employee transferred. The Union and the Company agree to discuss this

procedure to mutually determine if a new bulletin should be issued when the resulting vacancy is in a different municipality than that of the original job opportunity.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #12

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Bank or Financial Institution Kiosk**  
**– Loblaws Conventional/GFS/RCSS**

The parties have agreed that the Company may lease space within the store's perimeter to a Bank or Financial Institution to operate a Kiosk. It is further understood the employees working in this Kiosk would be employees of the Bank or Financial Institution.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #22

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Continuation of Benefits for Spouse**  
**- Loblaws Conventional**  
**- Full Time Employees and Full Time Employees**  
**in accordance with Letter of Understanding 38 & 61**

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2015.

The Company agrees to the continuation of benefits to the spouse of a retiree until age sixty five (65) and dependents to the maximum age.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #26

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Full Time Assurance**  
**- Loblaws Conventional/GFS/RCSS**  
**- Full Time Employees**

All Full Time employees on the full time payroll as of the Date of Ratification (October 6, 2010) shall be given a personal assurance of Full time employment within the Company from the Date of Ratification (October 6, 2010) to July 1, 2015.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #33

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Joe Fresh Studio Exclusion**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

If the Queen and Portland site and Maple Leaf Garden site are covered by the UFCW Local 1000A collective agreement then it is agreed by the parties that the Joe Fresh Studios 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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #35

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Orientation Booths and New Hire Orientation**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

The Employer agrees that the Union Orientation Booth(s) which travel from store to store shall continue as status quo.

The Employer agrees to provide the Chief Steward and/or the union area Staff Representative or designate up to one half (½) hour during the orientation presentation to new employees.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.



## LETTER OF UNDERSTANDING #36

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Joint Return to Work Committee**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

We wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2015.

The Company recognizes and believes strongly in the benefits of a rehabilitation program for employees who have been injured on the job or are recuperating from a personal injury or illness. To this end, the Company and the Union have formed and are committed to a Joint Modified Return to Work Committee. The role of the Committee would include a review of the employee's status regarding two-year own occupation, with the intent that benefits are not terminated prematurely.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

**LETTER OF UNDERSTANDING # 37**  
**SICK PAY LETTER OF APPENDICES**  
**“H” AND “K”**

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Make Up Time – GFS/RCSS – Full Time Employees**

This will confirm that the following covers only those employees covered by appendices “H” and “K” of the collective agreement.

Notwithstanding “Article 10, Hours of work and Overtime”, a full time employee who is legitimately absent from work due to sickness shall be entitled to the following:

1. In the four (4) weeks subsequent to the absence, a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the employee and the Department Manager.
2. The maximum number of equivalent hours shall be limited to forty (40) hours per calendar year.
3. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.
4. The Company will be reasonable with respect to the rescheduling of hours relating to sick time in connection with this letter.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #39

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: New Holiday – GFS/RCSS – All Employees**

This will confirm that the following covers only those employees covered by Appendices “H”, “I”, “K” and “L”.

In the event of the Government of Canada or the Province of Ontario declare any other day(s) a legal holiday, the Employer agrees to recognize such day(s) as a paid holiday(s).

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #40

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Joe Fresh Staffing**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

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 and 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 interpersonal 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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #41

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Multiple Postings**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #42

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Travel – GFS/RCSS – Part Time Employees**

This will confirm that the following covers only those employees covered by Appendices “T” and “L”.

If the Employer requires an employee to travel to another store and the distance between their home store and the other store is in excess of 20 kilometres they will be paid 40 cents per kilometre. It is understood that this provision will not be applicable where the store to which the employee has to travel is closer to the employee's residence than his home store. Car pooling will be encouraged and in this event only the driver will be reimbursed the travel allowance referred to above.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #43

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Call in Hours (Additional Hours)**  
**- GFS/RCSS – Part Time Employees**

This will confirm that the following covers only those employees covered by Appendices “I” and “L”.

Should additional hours (as defined below) become available, the Company will make every reasonable effort to offer the hours to employees on a seniority basis.

*Additional hours shall be defined as call-ins for temporary absence, leave of absence, bereavement, daily increases in business or vacation.*

It is understood that at the employers discretion the hours can be given to one employee or more employees.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #44

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Full Time Positions Created**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.



## LETTER OF UNDERSTANDING #45

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Dues and Initiation – GFS/RCSS – All Employees**

This will confirm that the following covers only those employees covered by Appendices “H”, “I”, “K” and “L”.

The Employer agrees that the dues and initiation reports will be provided in the form of an e-mail.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #46

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Pharmacy (Seniority and Staff Shortage Scheduling)**  
**– GFS/RCSS – Part Time Employees**

This will confirm that the following covers only those employees covered by Appendices “I” and “L”.

- (a) It is understood that the pharmacy will be recognized as a separate seniority department, by location.
- (b) A part time employee may, as a result of a staff shortage, for a period of up to eight (8) weeks, be scheduled to work forty (40) hours while the Employer attempts to fill the vacancy. The Employer may seek an extension to this eight (8) week period and consent to such an extension by the Union will not be unreasonably withheld.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #48

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Hired at 2 Corporate Stores**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

The parties agree that an employee cannot be hired to simultaneously hold more than one position in corporate stores of the same bargaining unit.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 50

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Optical Department – GFS – Full Time Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #51

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Family Day Resolve**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

Family Day is added to the list of recognized Legal Holidays under the Loblaws Conventional collective agreements.

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, Loblaws Great Food, and RCSS at year end 2009 and in the future.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #52

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Garden Centres – GFS/RCSS – All Employees**

This will confirm that the following covers only those employees covered by Appendices “H”, “I”, “K” and “L”.

### **Garden Centre**

The Garden Centre will be considered part of the Floral Department. The Company can appoint up to two (2) employees to be in charge of the Garden Centre. Up to two (2) part time employees from each of Grocery, Produce and Front End will be offered the opportunity by seniority to work in the Garden Centre.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #53

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Scheduling and KRONOS – GFS/RCSS – All Employees**

This will confirm that the following covers only those employees covered by Appendices “H”, “I”, “K” and “L”.

**Step Down Scheduling:**

In the case of new store openings, the company has up to two (2) months to ensure that the scheduling language is being applied. If the parties determine during this time that the store has over-hired in a department, the parties will meet with a view to rebalance the part time employees into other departments without impacting the existing employees in those department(s). Those that cannot be accommodated in the rebalancing will be laid off.

It is agreed the same process will apply for the existing RCSS stores at October 15, 2006 as outlined above.

**KRONOS:**

The Company undertakes to provide kronos punch detail to the union steward upon request when investigating an employee's grievance.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #54

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Opportunity Bulletins**  
**- GFS/RCSS - All Employees**

This will confirm that the following covers those employees covered by Appendices "H", "I", "K" and "L".

When a full-time entry level position occurs, such opportunity bulletin shall be posted and shall remain posted for twelve (12) working days on the bulletin board or boards provided on the premises for that purpose, so that interested part-time employees may apply. The Company shall provide the Union with a copy of each opportunity bulletin so posted. All entry level positions bulletins shall designate the classification of the job vacant and the store location.

In the event full-time employees are interested in transferring to the vacancy, they shall have five (5) working days from the date of such posting in which to do so.

All applications shall be in writing and forwarded to the appropriate General Manager.

The General Manager shall forward a list of all applications to the Union.

The Company shall post on the same bulletin board the name and length of service of the successful applicant.

In the event a full-time employee so transfers, the job opportunities bulletin shall remain posted for the required duration, however, the vacancy will be at the store location from which the full-time employee transferred. The Union and the Company agree to discuss this procedure to mutually determine if a new bulletin should be issued



when the resulting vacancy is in a different municipality or a different shift than that of the original job opportunity.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #55

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Front End Service Clerk**  
**– GFS/RCSS – Part Time Employees**

This will confirm that the following covers only those employees covered by Appendices “I” and “L”.

The front end service employees shall have a separate seniority department and the duties of the job will include bagging, carry out, parcel pick-up, buggy retrieval, clean-up at the front end, sweeping and washing, replenishing bags, bottle and can sorting, price checks, assembly of grocery orders (in the case of online shopping only) and all product returns.

Front end service clerk employees cannot perform work in other departments within the store. However, grocery-produce-front end department employees may perform the job functions of the front end service clerks but they cannot bump front end service clerk employees hours because it is a separate classification and seniority department.

The front end service classification will be paid according to the part-time wage progression as specified in Article 13.04 to a maximum of \$10.75 per hour on the wage progression.

Employees working in the front end service clerk classification will be given the first opportunity to move into the grocery-produce-front end department as opportunities arise provided they possess the necessary job knowledge and competence to perform the work. Employees who are accepted for these opportunities would slot into the general part time wage progression based on their number of hours worked or \$10.75 per hour whichever is the lesser and progress from that point.

The front end service clerk classification employees will be visibly identifiable. The Front-end Service Clerk Program will be integrated into the front end classification and they will be the first employees hired into this classification. The Company agrees that for any violation of the use of this classification beyond the duties set out above, it will pay a penalty to the Union office of fifty dollars (\$50.00).

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 56

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Personal Leave Days – GFS/RCSS – Full Time Employees**

Full time Great Food 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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #57

October 6, 2006

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Meat Cutter/Baker at Conversion**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

It is understood that an existing full time meat cutter or baker at a conventional store who transfers to Real Canadian Superstore or Loblaws Great Canadian Food Store will slot into the meat cutter or scratch baker wage progressions respectively. They shall maintain this rate of pay unless the employee successfully posts for another position, quits, retires or is demoted for just and sufficient cause.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #59

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Part Time Availability at Conversion**  
**- Loblaws Conventional/GFS/RCSS**  
**- Part Time Employees**

A part time employee from a conventional store who had been regularly unavailable to work at a particular time or on a particular day of the week in the conventional store, because of legitimate reasons beyond personal preference, who transfers to an RCSS or GCFS store will not be required to make themselves available for work in the RCSS or GCFS store at the time or day notwithstanding the provisions of Article 7.01 of Appendixes "I" and "L". For clarity, this declaration must be made at the time of transfer. The parties agree to meet to attempt to resolve any disputes with respect to the application of this letter.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #61

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

### **Re: Conversion – Loblaws Conventional/GFS – All Employees**

This will confirm the agreement reached between the Company and the Union during the recently concluded contract negotiations for the Collective Agreement expiring July 1, 2015.

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

The Company shall provide the Union and the Employees with three (3) months notice prior to converting a store to a Loblaws Great Food store. All employees shall make their decision within forty-eight (48) hours of being given their individual options. If an employee does not make their decision within forty-eight (48) hours of being given their individual options, 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.

All employees affected by the opening of a new Loblaws Great Food Store and a related closure of a conventional store will have the following 5 options in addition to their bumping rights under the terms of the conventional store collective agreement.

### **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 to a Loblaws Great Canadian Food Store 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. However, a front-end service clerk will slot in on the same basis, but to a maximum of \$10.75 per hour.

It is understood and agreed that any employee who transfers for any reason to a Loblaws Great Food Store shall not be able to return to a conventional store regardless of any other provision in the collective agreement. However, when electing the option to transfer to Loblaws Great Food Store, an employee may choose to do so on a trial basis. They may undertake a three (3) month trial of the Great Food non economic terms while maintaining their Conventional economic terms as outlined in Option # 2. 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. Such an employee will retain the options of returning to the conventional store agreement three (3)



months from the date of transfer. The amount of their transfer package or buyout will be calculated as of the date of the transfer to the Loblaw's Great Food Store. The employee will not receive that amount until they advise the employer in writing that they are electing to abandon the right to return to a conventional store. An employee who does not make an election in writing prior to the end of the three (3) month period shall be deemed to have elected to abandon the right to return to a conventional store and will receive the amount of their transfer package. An employee who decides to return to a conventional store within the three month period will be absorbed in a conventional store at their former rate of pay and position or the employee may elect to exercise their bump. The Employer determines into which store to absorb a full time employee. A part time employee who is being absorbed gets to determine into which store they will be absorbed. If there were no bump options available at the time of conversion then the employee will not be absorbed in a conventional store.

Notwithstanding the above, no employee who is on a trial basis will be permitted to exercise option #5 if there will not be any stores remaining in their division one (1) year of the date the store is converted.

#### Supplementary Transfer Right for Department Manager

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

#### 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.

### 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 that year provided that they continue to be actively employed up to and including the time of the payment.

### **Option #2 – Transfer to the Loblaws 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 Loblaws 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 Loblaws Great Food Stores. All other terms of the Loblaws Great Food Store Appendix shall apply except as noted herein.

A part time employee from a conventional store who transfers to Loblaws 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 Loblaws Great Food Store Appendix shall apply.

### **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 provision 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 full-time or 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.

A part-time 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 for which they otherwise might be entitled.

Eligible employees will make their intentions known 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 – Buy-out**

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.

#### **Option # 4 – 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 the applicable 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 – One for One Transfer on Conversion and Supplementary Bumping Rights**

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.

Full time or Part Time employees that volunteer to move to a converting store under the circumstances outlined above shall have options 1, 2 and 4 including the 3 month trial.

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.

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 store(s) 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**

### **Conversion Rules**

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.

### **Benefits**

Existing eligible full time conventional employees who accept option # 1 and convert to GCFS will maintain their retiree benefits. These eligible employees who continue to work full time beyond age 65 will revert to the company retiree benefits. Benefits will cease for their spouse and dependents when the employee turns 65.

Part time employees who are eligible for dependent drug coverage at Loblaws and convert to The Great Canadian Food Store will be grandfathered for dependent drug coverage and will continue to have coverage provided they meet the hours qualifier at the The Great Can-

adian Food Store. Ongoing eligibility will be based on meeting the hours qualifier.

### **Part Time Benefits Upon Conversion to Great Food**

The benefits of employees who accept a buy-down to the Loblaw's Great Food Store terms will be the benefits provided for in the Loblaw's Great Food Store 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.

### **Absorption**

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 Loblaw's Great Food Store which triggered the absorption and they will be offered Options # 1 and 2 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 Loblaw's Great Food Store which triggered the absorption and they will be offered Options # 1 and 2.

### **Bumps**

Any employee who is bumped by an affected employee shall have the options outlined in Options 1 to 5 (where applicable) made available to them. These rights pass along with any further bumps.

### **Absence at Time of Conversion**

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1 to 5. 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.

### **Calculation**

For the purpose of this letter, the calculation of a full time week's pay shall be based on thirty seven (37) 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 previous 12 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.

### **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 that year provided that they continue to be actively employed up to and including the time of the payment.

**Loblaws Full time and Part time Transfer Options in connection with Letter of Understanding # 61 Options #1, 2 and 6\*.**

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.

<b>Current Full time Position</b>	<b>The Great Food Store Job Offer</b>
Grocery Mgr Vol. # 5	Grocery Mgr.
Grocery Mgr Vol. # 3	Assistant Grocery Dept. Mgr.
Produce Manager Vol. # 5	Produce Mgr.
Produce Manager Vol. # 3	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 (Night Manager)
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

<b>Current Full time Position</b>	<b>The Great Food Store Job Offer</b>
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

<b>Current Part time Position</b>	<b>The Great Food Store Job Offer</b>
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 accept option # 1 and convert to GCFS will maintain their retiree benefits. These eligible employees who continue to work full time beyond age 65 will revert to the company retiree benefits. Benefits will cease for their spouse and dependents when the employee turns 65.

Part time employees who are eligible for dependent drug coverage at Loblaws and convert to The Great Canadian Food Store will be grandfathered for dependent drug coverage provided they meet the hours qualifier at the The Great Canadian Food Store. Ongoing eligibility will be based on meeting the hours qualifier.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #62

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Initial Staffing GFS – Loblaws Conventional/GFS  
– All Employees**

This will confirm our agreement that:

**1) Staffing a new store (The Great Canadian Food Store Appendix)**

With respect to the initial staffing of a “new” Loblaws The Great Canadian Food Store Store the Employer will staff the store from conventional stores and The Great Canadian Food Store stores by offering full time employment prior to promoting part time employees from within Loblaws The Great Canadian Food Store store. For clarity the Company would first go to surplus full time in conventional stores, then full time in conventional stores and next full time in The Great Canadian Food Store stores.

**2) Surplus Conventional Store Staff**

With respect to the initial staffing of a “replacement” Loblaws The Great Canadian Food Store, subject to Letter of Understanding #61, but notwithstanding any other provision of the collective agreement, the Employer will staff the store by offering full time employment from conventional stores first prior to transferring or promoting full time employees or promoting part time employees from within Loblaws The Great Canadian Food Store stores, provided that the Employer may only do so with respect to any classification in the conventional store in which it continues to have surplus staff. “Surplus staff” means the number of full time staff which the Employer has absorbed in conventional stores as a result of the prior opening of “replacement” Loblaws The Great Canadian Food Store pursuant to Letter of

Understanding # 61. It is understood that the number of surplus staff in conventional stores is reduced to the extent that employees are transferred or promoted to fill vacancies either pursuant to this Letter of Understanding or within conventional stores or there is attrition in the conventional stores.

The Employer will advise the Union and the affected employees of the number of surplus staff in each classification prior to affected employees being required to choose their Option under Letter of Understanding #61. The parties may mutually agree to make an exception to the limitations on the Employer's right to transfer set out in this paragraph in exceptional circumstances.

- 3) For clarity it is understood that no employee is required to accept an offer made under paragraph 1 or 2 of Letter of Understanding # 61 and an employee may self-identify as being willing to accept such an offer prior to being asked.
- 4) A bargaining unit employee from a conventional store who is hired into a bargaining unit position at Loblaws The Great Canadian Food Store will be eligible for Option #1 and #2 outlined in Letter of Understanding #61, as will a Department Manager from a conventional store hired into a unionized salaried Department Manager position at Loblaws The Great Canadian Food Store.

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #63

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Education and Training Fund**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

Effective October 15, 2006 the Company will contribute five (\$0.05) cents for hours paid and worked by all Bargaining Unit employees in all Conventional, RCSS and the Great Canadian Food Store stores toward training.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #64

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Conversion to Franchise**  
**- Loblaws Conventional/GFS/RCSS – All Employees**

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.

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.



## LETTER OF UNDERSTANDING # 65

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Benefit Coverage – GFS/RCSS – All Employees**

We wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2015.

Notwithstanding the language of Article 16 in both Appendices H and K and Article 19 in both Appendices I and L of the collective agreement, the Company has found it more cost effective to provide the coverage described in Appendix J of the collective agreement directly, rather than through the purchase of insurance and, for that purpose, the Company has entered into an “Administrative Services Only” agreement with one or more insurers of the Company’s choice.

The Company and the Union agree that notwithstanding anything in the collective agreement, the Company is responsible for providing the benefits described in Appendix J. The Company and the Union further agree that notwithstanding anything in the collective agreement, all disputes in relation to the coverage described in Appendix J, including, but not limited to, disputes about whether or not a claimant is entitled to a specific benefit, shall be considered subject to the grievance and arbitration procedure.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 66

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Final Store – Loblaws Conventional/GFS/RCSS  
– All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #68

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Department Merger – Loblaws Conventional/GFS/RCSS  
– All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #69

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Product Movement – Loblaws Conventional/GFS/RCSS  
– Part Time Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #70

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Temporary Movement of Employees Between Banners/  
Locals – Loblaws Conventional/GFS/RCSS  
– All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #71

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Temporary Urgent Needs**  
**– Loblaws Conventional/GFS/RCSS – All Employees**

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.

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 72

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Cross Format Seniority – GFS/RCSS – All Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING #73

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Class Hours Credit – Loblaws Conventional/GFS/RCSS  
– All Employees**

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 (or service for full time) to recognize their work outside of the bargaining unit.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.



## LETTER OF UNDERSTANDING # 74

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Not Meeting Minimum Availability at Time of Hire**  
**– GFS/RCSS – Part Time Employees**  
**(Hired Prior to October 6, 2010)**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 75

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Grocery-Produce Seniority Department (Scheduling)**  
**– GFS/RCSS – Part Time Employees**

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.

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 76

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Amalgamation of DSTM Departments**  
**- GFS/RCSS - All Employees**

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 a solution.

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

Yours truly,

John Pierce  
Vice-President, Labour Relations  
LOBLAWS SUPERMARKETS LIMITED.

## LETTER OF UNDERSTANDING # 77

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Maple Leaf Gardens – GFS – All Employees**

Whereas the Company has expressed its desire to open a new grocery store (to be located at 60 Carlton Street, Toronto) under the terms of the Great Canadian Food Store appendices of the parties' Collective Agreement.

And whereas the Company has indicated that this unique and highly complex store will require a different management structure including a number of additional bargaining unit exclusions and new union management positions that are not provided for within the Great Canadian Food Store appendices.

The following is agreed:

1. In addition to the existing exclusions permitted under the Great Canadian Food Store Appendices the following additional working exclusions shall be permitted for this specific store location: Warehouse Director, Produce Director, Deli/Cheese Director, Bakery Director, Meat & Seafood Director, Home Meal Replacement (HMR) Director, and Executive Chef.

The primary responsibilities of the Warehouse Director relate to managing the flow of goods through the common receiving area on behalf of all occupants of the premises as well to managing the flow and organization of goods in the Loblaw dedicated warehouse areas. The Warehouse Director's duties include the prioritization and scheduling of deliveries, direction of staff working in the warehouse and receiving areas, management of recyclable/reclaimable products and all related paperwork and financials. The Warehouse Manager is anticipated to have an active physical involvement in the receiving of goods for the non-Loblaw occupants of the building and may at times

be physically involved in the handling of Loblaw product in the discharge of his or her duties; however, physical handling of Loblaw product is expected to represent a limited component of the Warehouse Director's role.

An Administrative Assistant exclusion shall exist on a non working basis.

A General Manager exclusion may be used for a maximum of eighteen (18) months on a transitional basis once the Store Manager exclusion is utilized.

2. Notwithstanding the above additional exclusions, this store shall have the majority of the customary union Department Manager and Assistant Department Managers. These include: Night Crew Manager, Grocery Manager, Produce Manager, Deli Manager, Bakery Manager, Meat Manager, Seafood Manager, Front End Manager, Bookkeeper, Home Meal Replacement (HMR) Manager, Natural Value Manager, Floral Manager, HBC Manager, Assistant Produce Department Manager, Assistant Grocery Department Manager, Assistant Bakery Department Manager, and Assistant Meat Department Manager. The above list is not intended to be an exhaustive list of union Department Managers and Assistant Department Managers rather but rather is a list of those specifically planned for use in this location.
3. In addition to the above indicated traditional union Department Manager and Assistant Department Manager positions the following additional union management positions are created: Cheese Manager, Coffee Bar/Gelato Manager, and Marketing/Signage Assistant Department Manager. These new positions shall be compensated on the following basis.

The Cheese Manager will be placed on the scale applicable to Seafood Managers.

The Coffee Bar/ Gelato Manager will be placed on the scale applicable to Bean Roast Managers.

The Marketing Signage Assistant Department Manager will be placed on the scale applicable to GM Managers. .

4. In addition to the above specified union management positions, for each Director exclusion noted in 1 above which is utilized the Company commits that it shall maintain a minimum of one

(1) full time union position within a department under the control of that Director. This position is in addition to any union Department Managers or Assistant Department Managers.

5. The parties agree that notwithstanding the language of the Great Canadian Food Store appendices, in consideration of the above additional exclusions the Department Manager positions which report to a Director shall be posted rather than appointed. These Manager positions are: Produce Manager, Deli Manager, Cheese Manager, Bakery Manager, Meat Manager, HMR Manager and Seafood Manager. It is understood that the initial staffing of these roles shall be determined by the Company from within the 1000A bargaining unit and to the extent that it is necessary to hire externally this shall remain subject to observing the terms and obligations of the collective agreement. Should the Company initially staff a Manager position with a Loblaws conventional employee that employee will be provided with a buy-down or economic option as would be applicable to the employee were they impacted by a conversion to the Great Canadian Food Store appendices.
6. Subsequent to initial staffing, the Company may fill a vacancy in one of the Manager positions identified in 5 above through transfer from another store operating under the Great Canadian Food Store appendices rather than posting. In doing so the Company agrees that it will post the vacancy created by the transfer or series of transfers (rather than filling the vacancy by appointment as would otherwise be the case under the terms of the Great Canadian Food Store appendices). Subsequent filling of vacancies in such non MLG positions would return to being appointment-based.
7. The Company has indicated that the Bakery department within this location will produce and sell specialized Ace Bakery product. The parties have agreed that the Company may appoint up to two (2) external (Ace Bakery associated) employees who will work in the Bakery as members of the bargaining unit for up to eighteen (18) months to establish the program. The Parties agree that these two individuals will leave the bargaining unit at the conclusion of their appointment.
8. The Company has indicated that it intends to operate a unique kitchen within this store. The parties have agreed that aside from the Executive Chef and HMR Director the employees

within this operation will be members of the bargaining unit. Such individuals will be hired on the basis of professional cooking ability and qualifications (acquired through formal training or equivalent experience) as established by the Executive Chef.

Yours truly,

John Pierce

Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.



## LETTER OF UNDERSTANDING # 78

October 6, 2010

Ms. Pearl Sawyer  
President  
United Food and Commercial Workers  
Canada, Local 1000A  
70 Creditview Road  
Woodbridge, Ontario  
L4L 9N4

Dear Ms. Sawyer:

**Re: Maple Leaf Gardens Kitchen – GFS – All Employees**

Whereas the parties have executed a Letter of Understanding concerning the new store to be operated under the Great Canadian Food Store appendices of the Collective Agreement at 60 Carlton Street, Toronto; and,

Whereas Point 8 of this letter contemplates a kitchen operation; and,

Whereas the parties desire to set out the following additional terms for this unique kitchen operation:

1. The Company has determined the need for an additional classification of employees within the kitchen operation to be known as Assistant Kitchen Manager(s), the terms of which follow:
  - (a) Assistant Kitchen Manager(s) will be required to hold a relevant “Red Seal” certification and will be hired on the basis of professional cooking ability and qualifications (acquired through formal training or equivalent experience) as established by Executive Chef.
  - (b) In recognition of the unique nature of this kitchen operation and the highly specialized and often unique skills of individuals in this classification a minimum hourly rate of \$21.94 per hour is established for individuals in this classification.
  - (c) Positions in this classification are considered “Posted” positions in accordance with Article 8.06 of the Great Canadian Food appendices of the Collective Agreement.
  - (d) For clarity, any Assistant Kitchen Manager position on “Nights” as contemplated under the Great Canadian Food Store appendices of the Collective Agreement shall be en-

titled to a \$1 per hour Night Shift premium in addition to their hourly rate of pay.

2. All other full time or part time bargaining unit members working in this kitchen operation of this store shall be known as full time or part time "Kitchen Clerks" and shall be compensated in accordance with the wage scales and terms of Great Canadian Food Store appendices of the Collective Agreement.
3. All terms of the Great Canadian Food Store appendices of the Collective Agreement shall apply to these kitchen classifications except as noted in this Letter of Understanding or the above referenced "60 Carlton" Letter of Understanding. For clarity, all lump sums and increases contemplated within the Great Canadian Food Store appendices of the Collective Agreement shall continue to apply to any current employee who is eligible for these lump sums and increases and successfully posts into or applies for one of these positions.

**DATED** \_\_\_\_\_, **2012**

**THE UNION**

By: \_\_\_\_\_  
Name: Pearl Sawyer  
Title: President

**THE COMPANY**

By: \_\_\_\_\_  
Name: John Pierce  
Title: Sr. Vice President,  
Labour Relations



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