

THIS AGREEMENT MADE AS OF THE 9thday of July, 2015

BETWEEN:

LOBLAWS SUPERMARKETS LIMITED,
hereinafter called the "Company",

AND:

UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 1000A,
hereinafter called the "Union".

WITNESSETH and it is hereby agreed as follows: -

ARTICLE 1 – RECOGNITION

1.01 (a) The Company recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaws Supermarkets Limited and Supercentre stores in Ontario excluding the City of Sudbury and the Townships of McKim, Nepean and Gloucester below the rank of Store Manager, Photo Lab Technician, Pharmacist, Regulated Pharmacy Technicians and Assistant Store Manager.

(b) The General Merchandise Manager in new stores 80,000 square feet or larger and in stores listed in Article 20.01 shall be excluded from the Bargaining unit.

(c) Managers of any new departments listed in Article 20.03 in new stores up to 100,000 square feet, in major refurbished stores up to 100,000 square feet, in stores greater than 100,000 square feet and in those stores listed in Article 20.01 shall be excluded from the Bargaining unit.

(d) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaws Supermarkets Limited Free-standing Ziggy stores in Ontario, (excluding the Townships of Nepean and Gloucester) below the rank of Store Manager, Photo Lab Technician, Pharmacist, Assistant Store Manager and employees listed in

1.01(b) and 1.01(c).

(e) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaws Supermarkets Limited No Frills stores in Ontario (excluding the Cities, Townships and store locations listed in Article 1.01 (a) above) below the rank of Store Manager, Photo Lab Technician, Pharmacist and Assistant Store Manager and employees listed in 1.01(b) and 1.01(c). All matters relative to Loblaws Supermarkets Limited No Frills employees shall be governed by Appendices "F" and "G" of this Agreement.

The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaws Real Canadian Superstores in Ontario (excluding the Cities, Townships and store locations listed in Article 1.01 (a) above) below the rank of Store Manager, up to 4 Assistant Store Managers in stores less than 125,000 square feet and up to five (5) in stores 125,000 square feet or greater, and Managers, Pharmacists, Regulated Pharmacy Technicians and twelve (12) DSTM Managers and up to eight (8) DSTM Assistant Department Managers and Cooking School Coordinator. All matters relative to Loblaws Real Canadian Superstore employees shall be governed by Appendices "B", "E", "H", "I", "J", "M" and "N" of this Agreement and Letters of Understanding Nos. 1, 5, 8, 10, 12, 22, 26, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, **80, 81, and 82, and Letter of Agreement No. 2 and Memorandum of Agreement No. 1** It is understood that the primary functions of the Assistant Store Manager are managerial, training, coaching and performance management.

(f) The Company also recognizes the Union as the exclusive bargaining agent for all persons it employs in any of its Loblaw 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, Pharmacists 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, 8, 10, 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, 78, **80, 81, 82, and 84, and Letter of Agreement Nos. 1, and 2 and Memorandum of Agreement No. 1**. It is understood that the primary functions of the Assistant Store Managers are managerial, training, coaching and performance management.

(g) It is understood and agreed that T&T, **Arz, or any other multicultural business in which Loblaw has a majority ownership interest**, 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, Arz or any other multicultural business in which Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.

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.

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

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

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

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

1.02 A "Full-time employee" covered by this Agreement shall be an employee who is normally scheduled to work more than twenty-four (24) hours per week and shall include employees who are on short-time because of a reduction in their work week. The conditions of work of full time employees in conventional stores shall not include the provisions of Appendices "H", "I", "J", "K", "L" and "M" and Letters of Understandings Nos. 9, 16, 28, 37, 39, 42, 43, 45, 46, 50, 52, 53, 54, 55, 56, 59, 65, 69, 72, 74, 75, 76, 77, 78, **80, 81, and 84, and Letter of Agreement Nos. 1, and 2 and Memorandum of Agreement No. 1.**

1.03 A "Part-time employee" is one who is normally scheduled to work twenty-four (24) hours or less per week. No part-time employee shall work in excess of twenty-four (24) hours in any week, except as permitted by paragraph 1.09 of Appendices "A" and "G" of this Agreement. The conditions of work of part-time employees in conventional stores shall be governed by Appendices "A", "B", "C", "E" and "G" of this Agreement, but will not include the provisions of Appendices "D", "F", "H", "I", "J", "K", "L", "M" and "N" and Letters of Understandings Nos. 4, 8, 17, 22, 24, 26, 30, 32, 37, 39, 42, 43, 45, 46, 50, 52, 53, 54, 55, 56, 65, 72, 74, 75, 76, 77, 78, **80, 81, and 84, and Letter of Agreement Nos. 1, and 2, and Memorandum of Agreement No. 1.**

1.04 (a) The Company agrees that employees who are not members of the bargaining unit, other than Store Managers in stores under \$90,000.00 volume per week, No Frills Managers and Regional Cashier Specialists, will not perform bargaining unit work except during the three (3) weeks prior to and the one (1) week subsequent to (Bakery, Produce, Meat and Service Department Specialists, two (2) weeks prior to and the four (4) weeks subsequent to) the re-opening week of a refurbished store and the opening week of a new store, unless prior arrangements have been made between the Company and the Union Office, a Union Field Representative or a Divisional Union Officer.

For the purposes of this paragraph, the quarterly volume review as outlined in Article 9.07 (2) will apply.

Such employees of the Company shall restrict activities considered to be

bargaining unit work as outlined above, except for the purpose of instruction, the checking of codes, the checking for rotation and the checking of culling of product. In addition, Store Managers in stores over \$90,000.00 volume per week may perform incidental front- end activities, (e.g., customer service, courtesy desk, parcel, approval of cheques, bottle returns, etc.).

(b) It is understood that Store Managers in stores under \$90,000.00 volume per week and Regional Cashier Specialists shall restrict activities which are considered to be bargaining unit work, to one-half (1/2) hour prior to store opening, during store opening hours and one-half (1/2) hour after store closing hours only.

No Frills Managers shall restrict activities which are considered to be bargaining unit work, to one (1) hour prior to store opening, during store opening hours and one-half (1/2) hour after store closing hours only.

(c) It is recognized that while other persons who are not members of the bargaining unit from time to time perform work in the Company's stores, the Company agrees that there will be no extension in this work performance beyond current practices. Assistant Store Managers in all Loblaws and Supercentre stores have the ability to work within the store.

(d) Non-union General Merchandise Managers and Department managers of departments listed in Article 20.03 will not perform work outside of the department that they are managing.

(e) The Company agrees that for any violation of this Article it will pay a penalty of one hundred dollars (\$100.00).

1.05 All appendices shall form part of this collective agreement.

ARTICLE 2 – SENIORITY

2.01 Employees shall acquire seniority rights based on the length of service while in the bargaining unit.

2.02 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.

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

2.04 (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. 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 stores listed in Article 20.01 and in new stores of between 80,000 and 100,000 square feet, the General Merchandise Department will be a separate scheduling area but will be considered part of the Grocery seniority department. Each department named in Article 20.03 would be considered a scheduling area within Grocery.

In stores of 100,000 square feet or more, the General Merchandise Department will be a separate seniority department which will include the departments listed in Article 20.03. Each department listed in Article 20.03 will be considered a scheduling area within the General Merchandise seniority department. For postings, opportunities and staff displacements, employees in the General Merchandise Department can exercise their seniority rights within the Grocery/Produce Department. For clarity, employees in Grocery/Produce may not exercise any seniority rights within the General Merchandise Department.

In matters of lay-offs and demotions involving Free-standing Ziggy store employees, seniority will be exercised on the basis of seniority within the Toronto Seniority Division, that being Metropolitan Toronto.

Where Meat - Ziggy or Bakery - Ziggy Departments are merged within a store and operated by the Meat or Bakery Department, then Service Department employees shall transfer their seniority to the Meat or Bakery Department, provided the transfer of seniority will not result in any displacement or lay-offs as a result thereof.

This provision applies to new stores, totally refurbished and converted stores.

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) No employee shall perform work outside of his own seniority department except with respect to receiving and the storage of newly received product, and to relieve for meal and rest periods and personal breaks for the purpose of customer service only when no one is in the other department.

(d) (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.

2.05 (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 2.05 (c) hereof. "Posted Job" shall mean those jobs set out in paragraph 10.06 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) (a) 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.

(b) Notwithstanding (2)(a), if the affected employee is in a named position at Supercentre as Floral Manager, Customer Service Manager or Non-Food Department Manager, then one of the following may apply:

(i) If the employee held a posted position in Loblaws in the classification, they would have the right to displace the most recently named employee in their classification, in their municipality, or should they so elect, in their seniority division, provided they have greater seniority in such classification.

(ii) If the employee never held a posted position in Loblaws in the classification, they would have the right to displace the most recently named employee in Supercentre only in their classification, in their municipality or should they so elect, their seniority division, provided they have 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 closeout.

(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 Manager
- (2) Produce Manager

Meat Department

- (1) Meat Manager
- (2) Assistant Meat Manager

- (3) Customer Service Manager
- (4) Bookkeeper
- (5) Backup Bookkeeper
- (6) Receiver (Days)
- (7) Receiver (Nights)
- (8) Grocery-Produce Clerk,
Night Crew Chief, Analyst,
Floral Manager
- (9) Cashier, Service Clerk
- (10) Porter

- (3) Meat Cutter
- (4) Meat Clerk

Pharmacy Department

- (1) Pharmacist-Assistant

Bakery Department

- (1) Bakery Manager
- (2) Assistant Bakery Manager
- (3) Lead Hand Baker (Nights)
- (4) Baker-Decorator
- (5) Baker
- (6) Decorator
- (7) Wrapper
- (8) Service Clerk

Service Department

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

In the Grocery-Produce department's 8th 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, Analyst and Floral 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, Analyst and Floral 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 closeout.

(6) Employees demoted as a result of store closings will have their former rate maintained for a period of eight (8) weeks.

In the event a Night Crew is discontinued or a Porter or a Receiver (Nights) position is eliminated, employees will have their premium maintained for an eight (8) week period.

(7) 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.

Porters may also displace the most junior Grocery-Produce Clerk, provided he/she has greater seniority and possesses sufficient ability and qualifications to perform the work.

(8) 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.

(9) 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 10 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 subsequent to August 27th, 1972 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 2.10 (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 the event of a lay-off, employees shall receive notice of lay-off or pay in lieu of notice as set out in the current EMPLOYMENT STANDARDS ACT, as follows: -

(i) Full-time employees with up to two (2) years of service will receive one (1) week's notice or one (1) week's pay in lieu thereof;

(ii) Full-time employees with more than two (2) but less than five (5) years of service will receive two (2) weeks' notice or two (2) weeks' pay in lieu thereof;

(iii) Full-time employees with more than five (5) but less than ten (10) years of service will receive four (4) weeks' notice or four (4) weeks' pay in lieu thereof;

(iv) Full-time employees with more than ten (10) but less than twenty (20) years of service will receive eight (8) weeks' notice or eight (8) weeks' pay in lieu thereof;

(v) Full-time employees with more than twenty (20) years of service will receive ten (10) weeks' notice or ten (10) weeks' pay in lieu thereof;

(vi) Sub-paragraphs (i) and (v) herein shall be implemented in lieu of the provisions contained in the current EMPLOYMENT STANDARDS ACT, for employees who

have less than three (3) months or more than twenty (20) years' full-time continuous employment with the Company, respectively.

(vii) Regular full-time employees with three (3) or more years of continuous service, if terminated for reasons other than cause, will be provided with a severance allowance of one (1) week's pay for each year of service to a maximum of Five Thousand Dollars (\$5,000.00). Such payment is in addition to the above provisions.

2.06 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.

2.07 Promotions shall be affected in accordance with Article 10 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.

2.08 (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.

2.09 (a) Seniority as defined in paragraph 2.01 shall mean continuous accumulated service within the bargaining unit with Loblaw's Supermarkets Limited and/or C.M.I. and/or Giant Discount Limited and/or No Frills and/or Tip Top Meat Market Limited and/or Loblaw's Supermarkets Limited Free-standing Ziggy Stores. Should an employee be transferred to another Company which is considered to be an associated subsidiary Corporation, his seniority

shall be maintained for a period of up to ninety (90) days, after which time his seniority shall be terminated.

(b) Seniority for former Super City employees shall mean continuous accumulated service within the bargaining unit with Super City Discount Foods Limited and subsequently within the bargaining unit with Loblaw's Supermarkets Limited.

2.10 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.

2.11 (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.

2.12 (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 2.10 (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 (and volume range, if applicable) 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.

(c) Where the Company requires the employee to provide a doctor's note or a weekly indemnity form, the Company will reimburse the employee.

2.13 (a) Notwithstanding Article 2.13 (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) Recall rights for an employee who was demoted from a posted position prior to August 27th, 1972 as a result of the return to the bargaining unit of a person from outside the bargaining unit shall not be limited.

(g) 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.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 The basic hours of work for full-time employees shall consist of a five (5) day, thirty-seven (37) hour week, made up of two (2) days of eight (8) hours each and three (3) days of seven (7) hours.

3.02 The Company agrees to pay employees for any time worked other than the regularly scheduled daily hours or in excess of the basic work week at the rate of time and one-half (1-1/2) of the standard rate of pay. An employee who works in excess of two (2) hours of daily overtime shall be paid for the work performed during such additional hours at the rate of two (2) times his standard rate of pay. The first two (2) hours of overtime will be paid at one and one-half (1-1/2) times his standard rate of pay. Overtime work shall be on a voluntary basis. However, since a reasonable amount of overtime is necessary for the efficient operation of the Company's business, the Union agrees to encourage employees to co-operate with the Company by working a reasonable amount of overtime to meet customer-shopping requirements. The Company agrees that overtime hours shall not be used in the calculation of hours to provide a normal workday or week.

3.03 (a) Employees who are required to work on their scheduled day off shall work no less than four (4) hours and will be paid two (2) times their standard hourly rate of pay for all

hours worked on that day.

(b) All full time and part-time employees who are on the payroll prior to October 15, 2006, Sunday work remains voluntary and they shall be paid a premium of \$1.60 per hour for every hour worked on Sunday for customer shopping convenience only. For those full time and part time employees hired prior to October 15, 2006 who wish to continue to work on Sunday they will be scheduled to work and paid as they have in the past based upon the needs of the business. For clarity for all employees hired prior to October 15, 2006, Sunday shall be over and above their workweek and they shall be given the first opportunity to work on Sunday. In the event an employee moves to another conventional store as a result of their store closing or transfers to a store covered by the conventional collective agreement they shall retain the right to volunteer to work on Sunday and receive a \$1.60 per hour premium for such work. Full time employees hired prior to October 15, 2006 that volunteer for Sunday may work four (4) days from Monday to Saturday as long as it is mutually agreed between the Employee and the Company.

For clarity, an employee hired prior to October 15, 2006 may be scheduled to work on a night shift or up to two hours prior to store opening and up to one hour beyond store closing at the \$1.60 premium. All other hours will be paid at the rate of double time. Further, in the event that the Sunday closing laws are restored, all hours worked will be paid at double time for any work that is performed on Sundays.

3.04 (a) Employees shall be expected to record their hours of work using the time and attendance system. The time and attendance system will operate with a five (5) minute leeway at either end of the shift.

(b) Employees shall have a definite scheduled starting time and with the exception of the meal period, daily hours of work shall be consecutive. Meal periods shall normally be sixty (60) minutes in duration or thirty (30) minutes by mutual agreement between the Company and the employee concerned.

(c) A direct deposit payroll will continue to be provided for all full time and part time employees during the life of the collective agreement. The pay will be in an account at a bank of the employee's choice and such pay will be direct deposited by 8:00 a.m. every Thursday except during the week of a statutory holiday in which case the pay will be deposited by 8:00 a.m. Friday.

3.05 (a) Employees will be allowed one (1) full day off each week. An employee's day off and his schedule of daily hours shall be posted adjacent to the departmental time sheets not later than Thursday at noon of the previous week. Night Crew employees who work Sunday through Friday shall be notified of the following week's schedule at the completion of the last regular weekly shift. The store steward shall be given a copy of full-time and part-time work schedules.

The Company shall post time schedules for meal periods for a particular week no later than Friday of the previous week. Such posted meal periods shall commence no later than 9:00 a.m. for employees starting at 5:00 a.m.; 9:30 a.m. for employees starting at 5:30 a.m. and so on and shall be adhered to unless business requirements necessitate a change. (Meal periods for Freestanding Ziggy employees shall occur between 11:00 a.m. and 12:00 noon or between 1:00 p.m. and 2:00 p.m.). Preference shall be given to employees as to the time of their meal periods based on the commencement of their shift.

Full-time cashiers will be scheduled for regular available hours, in accordance with their seniority, prior to scheduling part-time cashiers.

(b) Shifts shall commence at quarter hour intervals (e.g., 8:30, 8:45, 9:00 a.m.).

(c) The Company agrees that each employee will be given two (2) consecutive days off one (1) weekend in every three (3), (i.e., Saturday and Sunday or Sunday and Monday). All employees who desire to have Saturdays off in accordance with this provision shall be granted a Saturday off at least once every six (6) weeks, except employees in stores or departments which are regularly closed on Mondays.

(d) The Company shall have the ability to schedule one staff meeting per quarter to be paid at regular time for a duration of up to two (2) hours. Attendance at these meetings will be voluntary.

3.06 Regular employees shall be given three (3) working days' notice of change in their working schedule, prior to such change being implemented except in the case of sickness, accident, bereavement, major fire or flood, in their particular store.

3.07 Employees are entitled to two (2) fifteen-minute break periods, one in each half of the normal day. The first break period shall not take place until the employee has been at work for one (1) hour. The second break period shall not take place until one (1) hour after the completion of the employee's meal period. Break periods shall not be added to meal periods,

shall count as time worked and shall be taken at least one (1) hour prior to the completion of the employee's shift.

3.08 When on any day it is necessary to work overtime after 7:30 p.m., employees required to do so shall, if they so desire, be granted one-half (1/2) hour for a meal period.

3.09 When an employee works in excess of three (3) hours and during which there is no meal period, the employee shall be entitled to receive a rest period of fifteen (15) minutes.

3.10 Employees shall not be given time off to avoid the application of over-time rates.

3.11 Employees may be scheduled to commence their shift up to two (2) hours before normal store opening time by mutual agreement between the Company and the employee, or to conclude their shift one (1) hour after the normal store closing time, but in no event sooner than 5:00 a.m. or later than 11:00 p.m. However, on mornings when a Warehouse "wholesale" is scheduled for delivery to a store, employees may be required to commence their regular shift at 7:30 a.m. for the purpose of unloading that delivery. Employees called in to handle wholesale deliveries shall be regular full-time employees. Employees may also be scheduled to commence their shift at 7:30 a.m. on the day following a legal holiday.

3.12 (a) Employees may be designated to work two (2) nights per week for customer shopping convenience, after 6:00 p.m. Such employees shall be scheduled for work at or after 12:00 noon with a one-half (1/2) hour for a meal period which shall be concluded by 6:00 p.m. An employee who is scheduled to 6 p.m. or later on Sunday, this will be deemed to be one of the two evenings worked per week.

(b) The Company and employee may mutually agree to a schedule which consists of an evening shift(s) and concludes not later than 11 p.m. Such employee shall have a one half (1/2) hour for a meal period, which shall be granted not later than four (4) hours after the commencement of their shift.

(c) The Union agrees that in stores in the locations specifically enumerated hereafter, the Company may schedule employees to work two (2) nights per week for customer shopping convenience, commencing at or after 10:00 a.m.; Oshawa, Ottawa and such other stores as may be agreed upon during the term of this Agreement. Such employees shall have a meal period as outlined in paragraph 3.12(a).

(d) The Company further agrees to pay employees two (2) times their standard rate

of pay for work performed after 11:00 p.m.

(e) Employees who are employed in stores which are open six (6) nights per week will not be designated to work more than one Saturday night in three (3).

Employees who are employed in stores which are open less than six (6) nights per week will not be designated to work more than one (1) Saturday night in four (4).

3.13 (a) The Company agrees that none of its stores shall be opened on the evening of Christmas Eve, Christmas Day or the evening of New Year's Eve.

(b) Notwithstanding Article 3.12, for the six weeks prior to Christmas Day the Company may change the normal store opening and closing times without overtime penalties.

3.14 Employees who are receiving overtime pay shall receive such overtime pay upon the basis of their regular rate.

3.15 Bakery Department

(a) Notwithstanding certain provisions set out above in respect to the hours of work, the following provisions shall apply specifically to employees employed in Bakery Departments.

(b) Bakery department employees may be scheduled to commence their shift up to 3 hours prior to store opening but in no event sooner than 5:00 a.m.. Finishing times may be scheduled in accordance with the terms of paragraphs 3.11 above, and paragraphs 3.12 and 3.13 of this Agreement if they are required to work during the evening for customer shopping convenience.

(c) Night Shift Employees

Hours of work for Bakery Night Shift employees shall normally be scheduled as follows:-

The night shift shall commence between 10:00 p.m. and 12:00 midnight and shall conclude not later than 8:30 a.m.. The night shift referred to herein includes a one-half (1/2) hour unpaid meal period.

The Company may schedule part-time employees up to three (3) nights per week in the Bakery Department. Should part-time employees be scheduled more than three (3) nights in a week, the Company will pay a fine of \$250.00.

(d) In the event the Company wishes to implement any basic adjustments to the

above mentioned work schedules, it is agreed that the Union will be consulted and that such adjustments will be made by mutual consent.

ARTICLE 4 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE

4.01 (a) Employees are expected to attend work regularly. When unable to report, the Store Manager or his designate must be notified as soon as possible, giving reason why the employee is unable to report, when he expects to return to work and how the Store Manager or his designate can call him relative to his absence.

(b) The Company may require the employee to produce a medical certificate from a duly qualified medical practitioner upon his return to work. It is understood between the Union and the Company that this provision will be acted upon only by the Industrial Relations Department. For clarity, this is to cover, but is not limited to, return to work notes and insurance requests.

The Company agrees to pay an employee for the additional cost incurred in obtaining the certificate beyond what O.H.I.P. provides.

4.02 The Company may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form two (2) months in advance, except in an emergency. The Company reply to the request for leave of absence will be given within two (2) weeks, provided the Supervisor involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following his return. When leave of absence is granted, there shall be no loss of seniority. A claim that the Company withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period. The Company will grant a paid education leave to a maximum of twelve (12) weeks per year to members designated by the Union.

4.03 (a) The Company shall be governed by the Employment Standards Act of Ontario 2004 with regard to Pregnancy and Parental leaves.

(b) The Company may grant a leave of absence, without pay, for the purpose of legal adoptions. The Adoption Agency's requirements will be considered in determining the duration of such leave.

4.04 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.

4.05 An Arbitration Board dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction (where the Company has refused to grant leave of absence for such conviction) shall have the power to re-instate the employee with full seniority rights or by any other arrangement which is just in its opinion. In determining this question, the Board shall consider the nature of the offence for which the employee was convicted, the duration of the conviction, the length of service of the employee and his work record.

ARTICLE 5 - CALL-TIME

5.01 (a) Any employee called back to work after the completion of his shift or called in more than three (3) hours prior to the commencement of his shift, will receive two (2) times his standard rate of pay for such hours and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.

(b) Any employee called in to work on his scheduled day off, a Sunday or a Statutory Holiday, shall receive two (2) times his standard rate of pay for such time and shall be guaranteed a minimum of four (4) hours' pay at the premium rate.

ARTICLE 6 - LEGAL HOLIDAYS

6.01 The following holidays shall be recognized as legal holidays: -

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

In the event the Government of Canada or the Province of Ontario declare any other day(s) a legal holiday, the Company agrees to recognize such day(s) as a paid holiday(s).

6.02 (a) During the week in which New Years Day, Good Friday, Victoria Day and Dominion Day occurs employees will be scheduled to work four (4) days and will receive five (5) days pay. However, if an employee is required to work five (5) days, he shall receive fifty-three (53) hours pay at the standard rate of pay.

(b) During the week in which Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day occurs employees will be scheduled to work a five day 37 hour week and shall be paid six (6) days pay (45 hours) at the standard rate of pay. When 2 holidays, as defined above occur, in any week, employees will work a four (4) day - 29 - hour week and shall be paid six (6) days' pay (45 hours) at the standard rate of pay.

(c) During a week within which a holiday occurs, employees, if they so desire, shall be granted a day off without pay in addition to the holiday.

(d) When a holiday as defined above 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 workday shall be recognized and paid as a holiday.

6.03 When a legal holiday occurs in a week during which an employee is scheduled to work all of his shifts on the Night Crew, such an employee shall receive legal holiday pay inclusive of the night shift premium.

6.04 To qualify for pay for a legal holiday, the employee must work his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Store Manager or his designate to be absent on one of the qualifying days. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within fifteen (15) 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.

6.05 An employee required to work on any of the aforementioned holidays shall receive two (2) times his regular hourly rate for all hours worked and shall, in addition, receive payment for six (6) days' pay for working a five (5) day week as outlined in paragraph 6.02. If any employee works a legal holiday in any week, he shall have the right to work six (6) days in such holiday week.

6.06 Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

ARTICLE 7 - VACATIONS

7.01 Employees who joined the Company after May 1st and have been employed for less than one (1) year shall receive Vacation with Pay during the following year on the following basis:-

<u>Date of Employment Between:</u>	<u>Vacation with Full Pay</u>
Mar. 16 (current year) - Apr. 15 (current year)	1 day
Feb. 16 (current year) - Mar. 15 (current year)	2 days
Jan. 16 (current year) - Feb. 15 (current year)	3 days
Dec. 16 (previous year) - Jan. 15 (current year)	4 days
Sept. 16 (previous year) - Dec. 15 (previous year)	1 week
Aug. 16 (previous year) - Sept. 15 (previous year)	1 week plus 1 day
July 16 (previous year) - Aug. 15 (previous year)	1 week plus 2 days
June 16 (previous year) - July 15 (previous year)	1 week plus 3 days
May 16 (previous year) - June 15 (previous year)	1 week plus 4 days
May 1 (previous year) - May 15 (previous year)	2 weeks
Prior to May 1 (previous year)	2 weeks

7.02 Vacation with pay will be calculated on each year of service ending by September 30th.

7.03 Employees who have been employed by the Company for more than one (1) year but less than five (5) years shall be entitled to two (2) weeks' vacation with pay.

7.04 Employees who have been employed by the Company for more than five (5) years shall be entitled to three (3) weeks' vacation with pay.

7.05 Employees who have been employed by the Company for a period of nine (9) years or more shall be entitled to four (4) weeks' vacation with pay.

7.06 (a) Employees who have been employed by the Company for a period of sixteen (16) years or more shall be entitled to five (5) weeks' vacation with pay. One (1) of these five (5) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the employee.

(b) Employees who have been employed by the Company for a period of twenty-five

(25) years or more shall be entitled to six (6) weeks' vacation with pay. Two (2) of these six (6) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the employee.

(c) Employees who have been employed by the Company for a period of thirty (30) years or more shall be entitled to seven (7) weeks' vacation with pay. Three (3) of these seven (7) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the Employee.

(d) Employees may request their fifth (5th), sixth (6th) and seventh (7th) weeks of vacation outside of the period referred to above in the event that they have special vacation plans, provided the Company is so notified prior to February 15th each year. The Company agrees that permission to take this week(s) of vacation in these circumstances will not be unreasonably withheld.

7.07 The vacation allowances referred to in this Article will be calculated as follows:-

An employee who has been employed for less than twelve (12) months shall receive vacation pay based on an amount equal to his entitlement as set forth in paragraph 7.01 or the percentage of his total pay to which he is entitled, in accordance with the provisions of the Current Employment Standards Act, whichever is the greater.

An employee who has been employed for more than twelve (12) months shall receive vacation pay based on an amount equal to his entitlement as set forth in paragraph 7.01 or 4% of his total earnings in the previous calendar year as defined below, whichever is the greater.

An employee entitled to two (2), three (3), four (4), five (5), six (6), or seven (7) weeks of vacation will receive two (2), three (3), four (4), five (5), six (6) or seven (7) weeks' pay respectively, calculated at his normal rate per hour at the time he goes on vacation or 4%, 6%, 8%, 10%, 12% or 14% respectively of his total earnings in the previous calendar year as defined below, whichever is the greater.

For purposes of clarity, the percentage payment referred throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's T4 Form and T4A Form.

7.08 Vacations are not cumulative nor can they be carried over from year to year. Employees are requested to take no more than two (2) weeks of their vacation during July and

August. Arrangements may be made mutually between the Company and the employees to take care of special circumstances. All vacations start on Sunday and the time is counted from there without a break. Sundays are included in the count of days off and are to be considered. Full weeks will be paid to a person going on vacation in advance. Fractions of a week will be held until the person returns to work and the balance of the workweek combined to make one pay. Employees will be given preference in respect of the time of taking their vacation where possible, according to seniority in their particular store and no employee will be allowed to work during any of his vacation period.

7.09 An employee with less than one (1) year's service, whose employment with the Company is terminated for any reason, shall receive vacation pay in accordance with the Current "EMPLOYMENT STANDARDS ACT". An employee with more than one (1) year's service and less than five (5) years' service, whose employment with the Company is terminated for any reason shall receive two-twelfths (2/12) of a standard week's pay for each completed month of service since the end of his last vacation year or 4% of the total pay of the employee in the current vacation year up to and including his date of termination. Employees with over five (5) years' service shall receive three-twelfths (3/12) or 6% on the above basis and those with over nine (9) years' service shall receive four-twelfths (4/12) or 8% on the same basis. Employees with over sixteen (16) years' service, whose employment with the Company is terminated for any reason, shall receive five-twelfths (5/12) or 10% on the same basis. Employees with twenty-five (25) years' service or over, whose employment with the Company is terminated for any reason shall receive six-twelfths (6/12) or 12% on the same basis.

Employees with thirty (30) years' service or over, whose employment with the Company is terminated for any reason shall receive seven-twelfths (7/12) or 14% on the same basis. In each case, the employee will be paid the greater of the appropriate amount of a standard week's pay or the percentage figure.

7.10 When a legal holiday as defined in Article 6 occurs during the 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 the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.

(b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year.

(c) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, he would then receive an extra day's pay.

(d) Arrangements under this section are to be completed prior to the commencement of the vacation period.

7.11 Where an employee is absent on lay-off or on leave of absence (which shall not include absence due to sickness, pregnancy leave, accident or compensation) and such absence is for a period longer than one (1) month then his vacation benefits shall be paid on a pro rata basis. When an employee is absent due to sickness, accident, compensation or pregnancy leave for less than one (1) year, he shall be paid his vacation pay in accordance with paragraphs 7.01, 7.03, 7.04, 7.05 and 7.06 of this Agreement. When an employee has been absent from work for any reason for more than one (1) year (more than 15 months for pregnancy leave), they shall not be entitled to vacation pay.

7.12 The vacation schedule shall be posted by April 1st of each year and the Company shall not change the vacation period of any employee unless unforeseen circumstances arise which necessitate a change. The vacation period shall be from April to August inclusive. Employees may request their vacations outside of this period and permission to do so will not be unreasonably withheld.

7.13 An employee who becomes disabled and who is eligible for Weekly Indemnity benefits while on vacation, including the first three (3) days of sickness (if applicable), shall revert to Weekly Indemnity benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Company and the employee.

7.14 Vacations granted to employees, where the percentage has no application, will be paid at the employee's base rate which is in effect at the time the employee goes on vacation, with each week's pay being calculated at thirty-seven (37) times the employee's base rate per hour or in the case of part weeks, each day being calculated at eight (8) hours, times the employee's base rate per hour.

7.15 The Company has agreed that in the year of an employee's retirement they shall be eligible to receive their normal vacation entitlement and in addition shall receive the appropriate percentage entitlement from January 1st to the date of retirement.

7.16 Vacation pay shall be paid on a separate cheque.

ARTICLE 8 - WELFARE, INSURANCE AND PENSION BENEFITS

8.01 For the duration of this Agreement, the Welfare and Insurance Benefits Program shall be that set out in Appendix "D" and is hereinafter referred to as the "Program".

8.02 The coverage's described in Appendix "D" shall be provided under Group Insurance contracts obtained by the Company from an insurer or insurers of the Company's choice. If it is not possible to purchase insurance meeting all of the requirements of the Program, the Company agrees that it will meet with the Union to discuss and reach a mutually agreed upon equitable solution to the problem.

8.03 The Company will pay the full insurance premiums for the applicable coverage in accordance with the terms of the Program. The Company, by payment of these premiums, shall be relieved of any further liability with respect to the benefits of the Program. The Company shall receive and retain any surplus, credits or refunds under whatever name arising out of the Program.

8.04 The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverage's and to fulfill any other obligations specifically required in this Article 8 or in the Program.

8.05 Disputes or differences between participants and the Insurance Companies or between participants and the Company, shall be subject to the grievance and arbitration provisions of this Agreement.

8.06 The Insurance benefits outlined in Appendix "D" shall become effective on the date of ratification of the Agreement with respect to employees then at work and on the first day worked thereafter with respect to other employees.

8.07 The Company will provide Pension and related benefits for employees in the amounts and under the terms set out in the Pension Agreement which is attached hereto as Appendix "E". Such Pension Agreement shall remain in force so long as the terms of this Agreement are in force, subject to any amendment of that Pension Agreement which may be made or necessitated by Section 3 thereof.

8.08 Full-time employees awaiting WSIB or Weekly Indemnity benefits will be advanced an amount equal to the Weekly Indemnity benefit paid to an employee when they would normally

receive their pay. The monies will be reimbursed to the Company once the claim has been processed.

ARTICLE 9 - WAGES AND JOB CLASSIFICATIONS

9.01 (a) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active shall receive a lump sum bonus of \$1,500.

The lump sum bonus will be paid within 3 weeks of the Date of Ratification (July 9, 2015).

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 CRA rules. The employee must notify the Company of their decision (2 weeks following the Date of Ratification) 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 the Company sponsored RRSP. If there is a fee associated with a one-time transfer out of the Company sponsored RRSP, the Company will pay for it.

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

9.01 (b) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the full time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the full time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a full time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the full time wage progression for those employees hired to full time after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

The following volume concept of wage rates will apply for the positions of Grocery Manager, Produce Manager, Meat Manager, Service Department Manager, Bakery Manager and Assistant Meat Manager: -

Grocery Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-63,888	1	\$23.76	\$24.01	\$24.46	\$24.71	\$25.06	\$25.71
63,889-87,846	2	\$23.83	\$24.08	\$24.53	\$24.78	\$25.13	\$25.78
87,847-119,790	3	\$23.99	\$24.24	\$24.69	\$24.94	\$25.29	\$25.94
119,791-159,720	4	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
Over 159,721	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Produce Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-7,260	1	\$23.41	\$23.66	\$24.11	\$24.36	\$24.71	\$25.36

7,261-9,900	2	\$23.48	\$23.73	\$24.18	\$24.43	\$24.78	\$25.43
9,901-13,200	3	\$23.64	\$23.89	\$24.34	\$24.59	\$24.94	\$25.59
13,201-19,800	4	\$23.81	\$24.06	\$24.51	\$24.76	\$25.11	\$25.76
Over 19,801	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-14,375	1	\$23.93	\$24.18	\$24.63	\$24.88	\$25.23	\$25.88
14,376-19,966	2	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
19,967-28,750	3	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
28,751-38,33	4	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60
Over 38,334	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Service Department Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-10,164	1	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
10,165-15,910	2	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
15,911-21,780	3	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60
Over 21,781	4	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Bakery Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-6,600	1	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
6,601-9,900	2	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
9,901-14,520	3	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60
Over 14,521	4	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Customer Service Manager

Wage Scale		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Over 14,521		\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Assistant Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
14,375-26,136	1	\$23.02	\$23.27	\$23.47	\$23.72	\$24.07	\$24.47
26,137-23,848	2	\$23.22	\$23.47	\$23.67	\$23.92	\$24.27	\$24.67
Over 34,849	3	\$23.43	\$23.68	\$23.88	\$24.13	\$24.48	\$24.88

Floral Manager

Wage Scale		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
End rate		\$23.02	\$23.27	\$23.72	\$23.97	\$24.32	\$24.97

Classification	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Receiver (days)	\$22.29	\$22.54	\$22.74	\$22.99	\$23.34	\$23.74
Receiver (nights)	\$23.29	\$23.54	\$23.74	\$23.99	\$24.34	\$24.74
Night Crew Chief	\$25.02	\$25.27	\$25.72	\$25.97	\$26.32	\$26.97
Assistant Bakery Manager (days)	\$23.02	\$23.27	\$23.47	\$23.72	\$24.07	\$24.47
Lead Hand Baker (nights)	\$24.02	\$24.27	\$24.47	\$24.72	\$25.07	\$25.47
Garden Centre Mgr.	\$22.97	\$23.22	\$23.67	\$23.92	\$24.27	\$24.92
Bookkeeper	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77
Backup Bookkeeper	\$23.43	\$23.68	\$23.88	\$24.13	\$24.48	\$24.88
Front-end Manager	\$23.05	\$23.30	\$23.75	\$24.00	\$24.35	\$25.00
Non Food Manager	\$22.04	\$22.29	\$22.74	\$22.99	\$23.34	\$23.99

(b) The following will be the wage progressions for all other employees hired subsequent to August 16, 1982:

Grocery – Produce Clerk (Days)

Wage Scale	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Grocery – Produce Clerk (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$22.94	\$23.19	\$23.39	\$23.64	\$23.99	\$24.39

Analyst

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Baker, Baker Decorator (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$22.36	\$22.61	\$22.81	\$23.06	\$23.41	\$23.81

Baker, Baker Decorator (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$23.36	\$23.61	\$23.81	\$24.06	\$24.41	\$24.81

Apprentice Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Year four	\$20.35	\$20.60	\$20.80	\$21.05	\$21.40	\$21.80

Meat Cutter (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$22.36	\$22.61	\$22.81	\$23.06	\$23.41	\$23.81

Meat Cutter (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$23.36	\$23.61	\$23.81	\$24.06	\$24.41	\$24.81

Porter (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
12 months	\$21.31	\$21.56	\$21.76	\$22.01	\$22.36	\$22.76

Porter (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
12 months	\$22.31	\$22.56	\$22.76	\$23.01	\$23.36	\$23.76

Cashier, Service Clerk, Wrapper, Meat Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Decorator, Production Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Bake-Off Production Clerk (2877 Bayview Ave.)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$22.10	\$22.35	\$22.55	\$22.80	\$23.15	\$23.55

- (c) The following will be the wage progressions for the following classifications for full-time employees hired after December 8, 1996:

Grocery, Produce, Deli, Meat Wrapper, Cashier, Bakery Service Clerks, Pharmacy Clerks

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
12 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
24 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
36 months	\$19.16	\$19.41	\$19.61	\$19.86	\$20.21	\$20.61

Pharmacy Assistant

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
24 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
36 months	\$20.16	\$20.41	\$20.61	\$20.86	\$21.21	\$21.61

Decorator

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Meat Cutter

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Meat Cutter/Baker Definitions

If a full 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 full time employees 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 period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification (October 6, 2010).

(d) **The following wage schedule shall apply based upon length of continuous service for those employees hired to full time after July 9, 2015:**

Assistant Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
14,375-26,136	1	\$22.92	\$23.07	\$23.22	\$23.37	\$23.52	\$23.67
26,137-23,848	2	\$23.12	\$23.27	\$23.42	\$23.57	\$23.72	\$23.87
Over 34,849	3	\$23.33	\$23.48	\$23.63	\$23.78	\$23.93	\$24.08

Classification	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Receiver (days)	\$22.19	\$22.34	\$22.49	\$22.64	\$22.79	\$22.94
Receiver (nights)	\$23.19	\$23.34	\$23.49	\$23.64	\$23.79	\$23.94
Assistant Bakery Manager (days)	\$22.92	\$23.07	\$23.22	\$23.37	\$23.52	\$23.67
Lead Hand Baker (nights)	\$23.92	\$24.07	\$24.22	\$24.37	\$24.52	\$24.67
Backup Bookkeeper	\$23.33	\$23.48	\$23.63	\$23.78	\$23.93	\$24.08

Grocery, Produce, Deli, Meat Wrapper, Cashier, Bakery Service Clerks, Pharmacy Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
12 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
24 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
36 months	\$19.06	\$19.21	\$19.36	\$19.51	\$19.66	\$19.81

Pharmacy Assistant

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
24 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
36 months	\$19.06	\$19.21	\$19.36	\$19.51	\$19.66	\$19.81

Decorator

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Meat Cutter

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20

Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

(e) Employees in the classification of Grocery Manager (Volume 5), Produce Manager (Volume 5), Meat Manager, Deli Manager, Bakery Manager, Night Crew Chief, Customer Service Manager, Bookkeeper and Floral Manager in stores 80,000 square feet or more, and in the stores listed in article 20.01 shall receive an hourly premium of one dollar (\$1.00) per hour.

(f) A part-time employee going to a full-time position will move to the nearest step on the full-time progression for his classification that will provide him with an increase.

9.02 (a) The job classifications, wage rates and range of wage rates applicable to the appropriate job classifications set forth in this Agreement are mutually agreed upon and shall prevail without change as and from the dates indicated in the wage schedules.

(b) Assistant Meat Managers will be required only in those Meat Departments where the Meat Volume is \$14,375.00 and over per week. The Company agrees that its Assistant Meat Manager staffing balance shall occur by means of normal attrition.

(c) A Receiver will be required only in those stores where the Volume is \$99,000.00 and over per week.

(d) A Receiver (Nights) will be required in those stores where the Volume is \$145,200.00 and over per week and where there is a Night Crew and where there are night wholesale deliveries or if there are no night wholesale deliveries, where the receiving is done at night fifty percent (50%) of the work week.

(e) The Company agrees that there shall be a Second Grocery Manager and a Second Produce Manager in their respective Volume #5 stores. The Second Grocery Manager shall be referred to as a Volume #3 Grocery Manager and shall be paid the Volume #3 Grocery Manager rate.

The Second Produce Manager shall be referred to as a Volume #3 Produce Manager and shall be paid the Volume #3 Produce Manager rate.

(f) The Company agrees that there shall be a Bookkeeper in those stores where the Volume is \$181,500.00 and over.

(g) A Store Porter, hired originally in that classification, shall after one (1) year of service or such shorter period which may be mutually agreed upon, be re-classified to Grocery-Produce Clerk, provided he is interested in such re-classification and provided a vacancy exists in that classification. The duties of a Store Porter shall be restricted to sanitation work and cleaning in all departments throughout the store.

9.03 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 quarterly increases in accordance with the wage schedule and be deemed to have the appropriate service.

9.04 No wage currently enjoyed by an employee which is in excess of the rates set out in the classification schedule herein shall be reduced during the lifetime of the Agreement, provided the employee can fulfill the normal requirements of the job efficiently. Any general wage increase granted by the Company shall be granted to such employees despite the fact that they

are enjoying wages in excess of these rates set out in the classification schedule.

9.05 (a) Wage adjustments under the automatic progression schedule shall be made quarterly for each employee, where appropriate, on the first full pay week of January, April, July and October. Where a new employee commences work or an employee is promoted within a quarter, he shall immediately receive the appropriate start rate for the position and he then shall qualify for his first adjustment at the end of the quarter, provided however, he commences work or is promoted prior to the middle (15th) of the second month within the quarter. Should he commence work or is promoted after the 15th of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first quarterly adjustment at the end of the succeeding quarter.

To qualify for the quarterly adjustment in wages as set out herein, the employee must have worked at least 280 hours within the said quarter.

(b) Wage adjustments under the automatic progression schedule shall be made half-yearly for each employee, where appropriate, on the first full pay week of January, April, July and October. Where a new employee commences work or an employee is promoted within the quarter, he shall immediately receive the appropriate start rate for the position and he then shall qualify for his first adjustment at the end of the half year, provided however, he commences work or is promoted prior to the middle (15th) of the second month within the quarter. Should he commence work or is promoted after the 15th of the second month, he shall immediately receive the appropriate start rate for the position and he then shall receive his first adjustment at the end of the succeeding half year.

To qualify for the half-yearly adjustment in wages as set out herein, the employee must have worked at least 560 hours within the said half year.

9.06 C.O.L.A.

Subject to the provisions of this paragraph, there shall be a Cost of Living adjustment to the standard hourly rates of the employees covered by this Agreement. All adjustments shall be incorporated into the standard hourly rates and shall be made annually on the Sunday closest to the first day of January based on the Consumer Price Index for Canada (1986 = 100), published by Statistics Canada.

The basic Consumer Price Index upon which this paragraph has been based is 129.6 (being the Consumer Price Index for Jan. 1993, published in Feb. 1993).

It is agreed that an increase or decrease of .325 in the Index reflects an increase or decrease of one cent (1¢) per hour.

The CPI will be read every January on an annual basis and increases will be subsequently applied and folded into the end rates each year. Any decreases in the CPI will not reduce the wages below the basic wages plus contractual increases.

Example C.O.L.A. increase of .6 cents in the year.

CPI decrease of .8 cents in the subsequent year.

Only .6 cents can be taken off the wage rates.

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

9.07 Operating Details in respect to the Volume Concept of Wage Progressions

1. General

The Volume Ranges will be referred to, for convenience purposes, numerically from 1 through 5, in ascending order (i.e. Volume Range #1 indicates the lowest Volume store or department and Volume Range #5 refers to the highest Volume store or department).

The rates for the positions of Grocery Manager and Assistant Manager - Free-standing Ziggy's are keyed to the overall store volume and rates for the positions of Produce Manager, Meat Manager, Assistant Meat Manager, Service Department Manager and Bakery Manager are keyed to their specific department volume.

2. Volume Review and Adjustment

The volume ranges will be reviewed on Jan 1st each year and adjusted based on an increase in the CPI of food items (Canada). Volumes shall be adjusted quarterly as of the first full pay weeks of January, April, July and October, based on the review of the previous four (4) three-month periods. If the volume in a store adjusts upward or downward, the employee's wage rate will adjust likewise.

Under no circumstances, however, can employees who were already in these classifications as of August 16th, 1982 have their rates adjusted below the amount resulting from the basic general increase (unless demoted for just and sufficient cause).

3. Transfers

(a) Permanent Transfers

An employee can be transferred in the same classification, in the same volume range or in the same classification from a lower volume range, providing he is already receiving an hourly rate no less than the rate in the volume range of the store to which he is being transferred.

When the Company transfers an employee to a lower volume store, that employee's rate cannot be reduced unless the transfer is because of a demotion for just and sufficient cause. The Company cannot permanently transfer an employee to a store carrying a higher rate than that which the employee is already receiving.

4. Job Posting

When a vacancy arises in a given volume range, the vacancy may be filled by transferring an employee in the same classification from the same volume range or by transferring an employee in the same classification from a lower volume range, provided he is already receiving an hourly rate no less than the rate in the volume range of the store to which he is being transferred.

When the Company has completed any transferring it deems advisable within the above framework or does not deem it advisable to arrange any such transfers in connection with the original vacancy, either the resulting or the original vacancy will be posted in accordance with the provisions of Article 10 of this Agreement.

Any employee in a non-posted position or any employee in the same classification whose hourly rate is lower than the rates applicable in the store in which the vacancy occurs or any employee in another posted position may apply for the posting in accordance with the provisions of Article 10 of this Agreement.

9.08 The payday for full-time employees will be on Thursday each week except when circumstances arise beyond the control of the Company which does not permit payment on Thursday.

ARTICLE 10 - JOB POSTING

10.01 When a vacancy occurs in any job 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 sub-paragraph 2.13(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 in accordance with the provisions of paragraph 9.07, sub-paragraph 3(a) of this Agreement, to fill the 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.

10.02 (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 2.08(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.

10.03 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.

10.04 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.

10.05 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.

10.06 Jobs to be posted shall be as herein defined:-

GROCERY DEPARTMENT

Grocery Manager
Customer Service Manager
Bookkeeper
Backup Bookkeeper
Receiver (Days)
Receiver (Nights)

PRODUCE DEPARTMENT

Produce Manager

BAKERY DEPARTMENT

Assistant Bakery Manager
Lead Hand Baker (Nights)

MEAT DEPARTMENT

Meat Manager
Assistant Meat Manager

NO FRILLS

Assistant Store Manager
Produce Manager

SERVICE DEPARTMENT

Production Clerk

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

10.07 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.

10.08 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 or 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.

ARTICLE 11 - TEMPORARY ASSIGNMENTS

11.01 When an employee is temporarily assigned to a department manager position for more than three (3) days in a calendar week, he shall receive the hourly rate for the classification to which he is transferred, retroactive to the first day of such temporary assignment.

11.02 (a) No temporary assignment shall exceed thirty (30) working days without mutual consent and such consent shall be in writing.

(b) When posted positions are to be temporarily assigned, such relief work shall be done by full-time employees. The Company shall have the ability to relieve the Customer Service Manager, Bookkeeper and Floral Manager positions with part time employees provided

no qualified full time employees can perform the work. The Company agrees to canvass existing part time cashiers or Floral Department employees by seniority to determine who may be interested in performing such relief work. The most senior employee who is interested and is available to fulfill the scheduled hours and business requirements of the job will be trained. In stores which are located outside of Metropolitan Toronto and full-time employees who are capable of performing the relief work are not available, the Company will discuss the matter with the Union and permission of the Union to utilize part-time employees in these circumstances will not be unreasonably withheld.

(c) When the Store Manager is absent from his position for full shifts in a week beyond his day off, such vacancy shall be temporarily assigned.

When an employee classified as Night Crew Chief is absent from his position for a full shift including Sunday, such vacancy shall be temporarily assigned. It is understood that all hours assigned in relief of this position shall be paid at the Night Crew Chief rate of pay.

11.03 Where an employee in an appointed or posted position is absent from their position for full shifts in a week such vacancy shall be assigned for thirty-seven (37) hours that week.

11.04 Where an employee relieves the Store Manager (where there is no Assistant Store Manager), he shall receive a relief premium of one dollar and fifty cents (\$1.50) per hour worked, in addition to his normal hourly rate. It is understood that in the calculation of this premium for the applicable employee each week, all full shifts during which the Store Manager is absent from the store beyond his normal day off, shall be taken into account. In such cases, the premium will be retroactive to include the Store Manager's day off. In these circumstances he shall continue to be a member of the bargaining unit and covered by the terms of this Agreement.

When an employee is temporarily assigned for more than one (1) day for full shifts beyond his normal day off to relieve the position of Assistant Store Manager he shall receive a premium of one dollar (\$1.00) per hour worked in addition to his normal hourly rate. In these circumstances he shall continue to be a member of the bargaining unit and covered by the terms of this Agreement.

11.05 (a) On an evening when a store is open for customer shopping convenience and the Store Manager and Assistant Store Manager or Grocery Managers are not on duty, a full-time employee will be assigned to be in charge of the store and shall receive a ten dollar (\$10.00) bonus.

(b) On a Sunday evening, if a full time employee is assigned to be in charge of the store (including closing), that full time employee shall receive a fifty dollar(\$50.00) bonus.

11.06 When an employee is temporarily assigned and works thirty-seven (37) assigned hours in a week in which a legal holiday occurs, he shall be paid for that legal holiday at his relieving rate for that particular week.

ARTICLE 12 - UNION PRIVILEGES

12.01 (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, Social Insurance Number and phone number separated in full-time and part-time.

12.02 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.

12.03 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.

12.04 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.

12.05 Any conditions of employment or working conditions now in effect will remain in effect unless changed by collective bargaining.

12.06 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.

12.07 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 13 – TRANSPORTATION

13.01 (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-imbusement 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.

13.02 In the event car pools can be arranged, only the driver will receive the kilometer/mileage allowance referred to in paragraph 13.01.

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

ARTICLE 14 - ADJUSTMENT OF GRIEVANCES

14.01 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.

14.02 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.

14.03 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.

14.04 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.

14.05 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.

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

ARBITRATION

14.07 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.

14.08 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

14.09 (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.

14.10 (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.

(d) 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 maybe designated by management.

ARTICLE 15 - STRIKES AND LOCK-OUTS

15.01 There shall be no strike or lock-out during the term of this Agreement. The Company has the exclusive right to determine what merchandise will be carried in its stores, except that the Company 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 Company or in transit to the Company'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 service, the Company and the Union agree to meet and discuss such situation as it involves the parties to this Agreement, to endeavor to solve such problems in the best interest of the Company, the Union and the employees to the best of the abilities of the parties.

ARTICLE 16 – HARASSMENT, NO DISCRIMINATION, THREATS, INTIMIDATION AND VIOLENCE

16.01 (a) Nothing in the Agreement shall require the Company or the Union to take any action which shall be unlawful by reason of any present or future Statute, Order or Regulation of Canada or the Province of Ontario.

(b) Where the obligation of the Company and the Union to accommodate an employee via the Human Rights Code, may conflict with the terms and the provisions of the Collective Agreement, the Company and the Union may, by mutual consent, modify the Collective Agreement to meet the conditions of the accommodation of the employee.

(c) The Company and the Union agree that pursuant to the Human Rights Code of Ontario, every employee has the right to equal treatment with respect to employment without discrimination because of **sexual orientation, gender identity and gender expression**, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, disability, religious beliefs or membership in the Union.

(d) The Company and the Union agree that every employee has the right to work in an environment free of harassment. In any harassment investigation, the Company will advise the union in advance of any investigations and agree the meeting held in such matters shall be at a mutually agreed upon time in order to insure all employee(s) have access to union representation at the staff representatives direction. All meetings will be conducted in a private area. If either the complainant or the union is not satisfied with the conclusion to the complaint, it may be made subject to the grievance procedure.

(e) **There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.**

ARTICLE 17 - NIGHT SHIFT

17.01 (a) A "Night Crew" is a group of employees who are regularly scheduled to work in stores after they have been closed to the public and whose duties primarily are connected with the receiving and stocking the stores and the incidental functions connected therewith.

(b) A Night Crew Chief will be appointed in each store where a night shift is in operation.

17.02 Regular employees shall have five (5) working days' notice of transfer to the night crew, prior to such transfer being implemented, except in the case of sickness, accident or bereavement in their particular store.

17.03 The following rules shall apply to all night crew operations: -

(a) An employee who works on a night crew and who is not classified in one of the night classifications as set forth in Article 9 of this Agreement shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked on the night shift. For purposes of any Statutory Holiday Pay, Jury Duty Pay, Vacation Pay, Sick Pay or Weekly Indemnity Benefits to which such an employee may be entitled in a week during which he is scheduled to work on a night crew, his hourly rate shall be deemed to include the one dollar (\$1.00) premium aforesaid.

An employee who works on a night crew and who is classified in one of the night classifications set forth in Article 9 of this Agreement shall receive the appropriate hourly rate for that night classification in lieu of the premium set forth in paragraph 17.03 (a).

(b) The night shift shall commence between 10:00 p.m. and 12:00 midnight and shall conclude not later than 8:30 a.m.

All night shifts shall include a one-half (1/2) hour unpaid meal period and by mutual agreement either two (2) fifteen (15) minute breaks or one (1) thirty (30) minute break period.

(c) (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).

(d) Before a night crew is established, the District Manager and the Area Union representative will work together to locate any employees who desire night work. If insufficient volunteers are located, then the Clerks in the store involved will be required to take their turn on a rotation basis. Such rotation shall be on a six (6) week sequence except for those employees

whose preference is to work steady nights.

(e) In a situation where the Company finds it necessary to assign employees to a night crew, any extenuating circumstances regarding an employee will be taken into consideration, and based on those circumstances the Company may not require that employee to go on nights.

(f) Employees who prefer to work on night crews will not participate in any rotation schedule.

(g) If a night shift employee who has been on nights for a reasonable length of time and who is senior to anyone on days, wishes to work days instead of nights, he will be accommodated provided arrangements for his replacement can be worked out between the Area Union representative and the District Manager.

(h) It is understood that no employee shall be required to work alone on the night shift. In the event that a night shift employee reports to his scheduled store and no one is available to work with him, he shall immediately contact his key night crew store in that District Manager's district for instructions.

(i) For stores which are open 24 hours a day, employees whose shift commences between 10 p.m. and 8:30 a.m. will receive the night shift premium. This does not change the current payment of shift premium to those employees with early morning start times or the night crew stocking shift.

ARTICLE 18 - USE OF PART-TIME HELP

18.01 It is agreed and recognized by both the Union and the Company that the business of the Company is subject to fluctuations according to the day of the week or month and the time of day, resulting in business peaks. For this reason it is necessary to employ both regular (referred to as "full-time employees") and part-time employees.

ARTICLE 19 - FUNCTIONS OF MANAGEMENT

19.01 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.

19.02 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.

19.03 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 20 - GENERAL MERCHANDISE DEPARTMENT

20.01 The following existing stores are considered "Major Centre Stores" for the purpose of General Merchandise: Fanshawe Market; Britannia Market; Burnhamthorpe Market; Mavis & Dundas; Pickering; Victoria Park & Gerard; Gibb Street; Oshawa; Kingston (Midland); Queens Quay; Cedarbrae; Forest Hill Market; South Keys, North Kanata and Bayview and Sheppard Market.

20.02 Current Volume 3 Managers managing General Merchandise will be given the opportunity to return to the Grocery Department as a Volume 3. Volume 3 Managers interested in, and selected for, the non-union General Merchandise Manager will be given six (6) months to revert back to the Bargaining Unit as a Grocery Volume 3.

20.03 The following new departments may be introduced in new stores up to 100,000 square feet, in major refurbished stores up to 100,000 square feet, in stores greater than 100,000 square feet and in stores listed in Article 20.01: Bed & Bath; Cosmetics; Hosiery/Apparel; Kitchen Cook & Table; Camera/ Electronics; Books and/or Entertainment; Party Supply; Sporting Goods and Hardware. Any new business which the Company is currently not in, or any business which the Company has some product, but which the Company intends to make significant investment to become a department may be added to this list by mutual agreement.

20.04 If a Kitchen Cook & Table Department, Books and/or Entertainment Department, or a Hosiery/Apparel Department is introduced in stores listed in 20.01, new stores up to 100,000 square feet or major refurbished stores up to 100,000 square feet, a unionized General

Merchandise Clerk Opportunity will be posted. If all three departments are added, two (2) General Merchandise Clerks and one (1) Grocery Clerk Opportunity will be posted. For clarity, if any other departments are introduced, it will not automatically result in a unionized opportunity.

ARTICLE 21- BEREAVEMENT PAY

21.01 Should a bereavement occur in an employee's immediate family (parent, step-parent, parent-in-law, spouse, child, step-child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild) 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 internment scheduled for a later date, but within one (1) year of death.

21.02 The employee will be given the day off with pay to attend the funeral of an aunt or uncle provided the employee is scheduled for that day. Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of death.

ARTICLE 22 - JURY DUTY PAY

22.01 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.

22.02 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.

22.03 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.

22.04 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.

22.05 In the event an employee serves on jury duty from Monday through Friday, he will not be

required to work Saturday.

22.06 In the event an employee is required to serve on jury duty during a week in which he would be normally scheduled to work on the night crew, he must notify the Store Manager immediately upon receiving the notice to serve so that he can be re-scheduled to the day shift.

ARTICLE 23 - SALES REPRESENTATIVES

23.01 (a) Sales representatives from Fireco Sales Limited, or their subsequent successors, are permitted to check code dates and rotate and replenish their particular products.

(b) In the case of authorized sampling of merchandise, the outside representatives involved are authorized to handle the items on display, to distribute samples, etc.

(c) The Union is prepared to discuss the use of salesmen for special promotions.

(d) Sales representatives other than those referred to herein are prohibited from handling merchandise in the Company's stores.

23.02 The Company agrees that for any violation of this Article it will pay a penalty of one hundred and fifty dollars (\$150.00) to the Union.

ARTICLE 24 - CHRISTMAS BONUS

24.01 The Company agrees to provide a Christmas Bonus by separate cheque to full-time employees as follows: -

One (1) week's pay to all full-time employees who have been continuously employed by the Company for more than one (1) year as at December 15th of the current year;

or

Three-quarter (3/4) week's pay to all full-time employees who have been continuously employed by the Company for more than nine (9) months as at December 15th of the current year;

or

One-half (1/2) week's pay to all full-time employees who have been continuously employed by the Company for more than six (6) months as at December 15th of the current year.

ARTICLE 25 - RETRO-ACTIVITY

25.01 No part of this Agreement shall be deemed retroactive unless specifically stated. Any adjustment in vacation entitlement or vacation allowance or legal holiday pay required by reason of this Agreement between July 1, 2010 and the date of ratification of this Agreement (October 6, 2010) will be included in the retro-active provisions of this Agreement. All other provisions contained in this Agreement are effective on the date of ratification of this Agreement (October 6, 2010).

ARTICLE 26 - GENDER

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

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall become effective on the 9th day of July, **2015** and shall continue in effect until July 1, **2021**. It shall be renewed automatically from year to year unless either party gives to the other party, within a period of not more than ninety (90) days before the expiry date, notice of termination or amendment.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their respective proper officers in that behalf.

DATED AT TORONTO, ONTARIO, this _____ day of _____, 20_____.

UNITED FOOD AND COMMERCIAL WORKERS
CANADA,
LOCAL 1000A

LOBLAWS SUPERMARKETS LIMITED

President

VP of Operations

Pearl Sawyer

Derrick Pittman

Secretary-Treasurer

Kevin Benn

Sr. V.P Labour Relations

Dave Graf

Executive Director, GFS/Superstore

Paul Docherty

VP Labour Relations

Paul Doyle

Sr. Director Labour Relations

Arthur Roberts

Sr. Director Labour Relations

Nicole Wasyliv

APPENDIX "A" - PART-TIME EMPLOYEES

1.01 All matters relative to part-time employees and their working conditions shall be contained in this Appendix and Article 1; paragraphs 2.05 (h), 2.06, 2.11 (a) and (b); 3.03 (b); 3.05 (d); 4.03, 4.05; 9.02(a); 9.05; 10.07; 11.02 (a) and (b); and Articles 12, 13, 14, 15, 16, 17.03 (b), 18, 19, 22, 25, 26 and 27 of this Agreement. For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-four (24) hours or less per week.

1.02 Employees are expected to attend work in accordance with their schedule of hours. When unable to report, the employee must notify the Store Manager, his designate or Customer Service Manager prior to his scheduled starting time, giving the reason why he is unable to report.

1.03 (a) Employees shall obtain seniority on a store basis. The seniority list for part-time employees shall be posted in each store and shall be kept up to date at all times. Seniority in the Grocery - Produce; Meat; Full Scale Bakery; Service Departments; Photo Lab; Front End Service and Pharmacy shall be separate. Part-time employees, will be required to serve a probationary period of sixty (60) worked days or three (3) months, whichever comes sooner.

(b) No employee shall perform work in other than his department.

(c) (i) Those employees hired prior to December 8, 1996 must submit their availability form by Monday noon for the following weeks work. Failure to do so will result in their being scheduled as per their last declaration of availability.

Effective January 8, 2001, those employees hired between December 8, 1996 and July 28, 2000 must submit their availability form by Monday noon for the following week's work. Failure to do so will result in their being scheduled as per their last declaration of availability. They must be available to work at least one shift per week.

Those employees hired after July 28, 2000 will be required to declare a Base Availability at the time of hire. Each employee's Base Availability will remain as declared until the employee has worked 2750 hours, at which point the employee's availability will revert to the availability requirements applicable to employees hired between December 8, 1996 and July 28, 2000 as specified above. If an employee wishes to change their Base Availability on any week or weeks he or she is able to submit a weekly availability form. Availability will revert to the employee's Base Availability in the event that a weekly availability form is not submitted. In the event that there is a shortage of employees to work required hours on any given day, employees will be scheduled by reverse order of seniority based on their availability at hiring despite any weekly availability request.

(ii) If insufficient part time employees are available for work the day before or the day after a statutory holiday(s), the Company shall be able to schedule part time staff in reverse order of seniority on the following basis:

- (a) Fridays and Saturdays before a Monday holiday
- (b) The day before and the day after any other holiday(s).

For clarity this provision will be exercised only after it is determined that no part time employee is available to work or wants to work in excess of twenty four (24) hours as permitted in 1.09 (i). Those employees who are designated to work will be scheduled for preference of shift by seniority.

(iii) Preference in the matter of available work (which shall include call-in, lay-off and recall) shall be allotted by seniority, provided the senior employee is available and can perform the requirements of the work available. The senior employee shall be given the opportunity to demonstrate whether or not he has the ability and qualifications to perform the requirements of the available work. In the event illness, accident, compensation or bereavement does not permit a scheduled employee to attend work, the Company will have the right to call in the most senior person available not scheduled on that day, provided the call-in

will not cause the senior employee to exceed twenty four (24) hours that week.

Employees are expected to attend work, in accordance with their schedule of hours. In the event employees, who are properly scheduled for available hours scheduled, in accordance with their seniority do not attend work, in accordance with the schedule, they shall be subject to disciplinary action, which dependent upon the frequency, could include discharge.

For the purposes of this provision, discipline shall be deemed to be cautionary interview, reprimand, reprimand with suspension and ultimately discharge.

Disciplinary action will not be taken for absence due to legitimate sickness or accident, approved vacation, bereavement or approved leave of absence.

When unable to report as scheduled, employees must notify the Store Manager, his designate or Customer Service Manager, prior to his starting time, giving the reason why he is unable to report. If the reason is due to sickness or accident, the employee may be requested to provide a medical certificate, verifying same. The Company agrees that requests for medical verification will not be unreasonably made. Where the Company requires the employee to provide a doctor's note, the Company will reimburse the employee.

(d) In the event two or more employees are hired from part-time to full-time on the same date, the employee with the longest part-time seniority will be deemed to be the most senior employee for the purposes of exercising full-time seniority rights.

1.04 The Company agrees to post, adjacent to the employees' time sheets by noon Thursday a schedule of working hours and meal periods for the following week and employees shall be paid for their scheduled hours, provided they are available and can perform the requirements of the work available.

Preference shall be given to employees as to the time of their meal period in order of shift commencement times.

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 agrees to post annually in each store, opportunities for interested part-time employees who wish to work in the cash office. Jobs would be filled by seniority when a vacancy occurs with the company providing appropriate training. In the event

of a vacancy occurring during the year, such vacancy shall be re-posted and filled for the balance of the year. Employees who work in the cash office must be available to work the shifts required to perform the duties.

1.05 (a) No employee shall be required to commence a shift sooner than one (1) hour before normal store opening time or conclude their shift one (1) hour after normal store closing time and shall not be required to work a split shift. However, the employee and the Company may mutually agree to commence a shift not earlier than 5 a.m. or to conclude a scheduled shift not later than 11 p.m.

(b) Employees shall not be scheduled for less than four (4) hours on any day except in the case of student part-time employees who may be scheduled for less than four (4) hours between school closing and 6.00 p.m., in the case of a store which is not open for evening shopping.

(c) When an employee is called in to work on any day, he shall be given four (4) hours' pay at normal rates if work is not available.

(d) No employee will be required to work longer than one (1) hour after normal store closing time.

1.06 (a) Employees shall be entitled to a fifteen (15) minute rest period each morning and afternoon or for each three (3) hour work period.

Employees will not be required to take their break until they have been at work for one (1) hour.

(b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or one-half (1/2) hour by mutual consent) off for lunch and one-half (1/2) hour for supper, if applicable.

1.07 (a) Employees shall be paid one and one-half (1-1/2) times their normal hourly rate for the first two (2) hours worked in excess of eight (8) hours in a day and for hours after the allotted times referred to in paragraph 1.05 (d) herein.

In the event that this provision is applicable, it is understood that the fifty cents (50¢) per hour premium referred to in paragraph 1.10 hereof shall not apply after the thirty-seventh (37th) hour. It is further understood that any hours worked for which overtime is being

paid on a daily basis, shall not be taken into account in the calculation of weekly overtime.

(b) Employees shall be paid two (2) times their normal hourly rate for all work performed on Legal Holidays or days celebrated in lieu thereof, and all time worked in excess of two (2) hours of overtime in a day. Work on a Legal Holiday or days celebrated in lieu thereof shall be on a voluntary basis, except in an emergency.

(c) Part time employees who are on the payroll prior to October 15, 2006, Sunday work remains voluntary and they shall be paid a premium of \$1.60 per hour. For those part time employees hired prior to October 15, 2006 who wish to continue to work on Sunday they will be scheduled to work and paid as they have in the past based upon the needs of the business. For clarity for all employees hired prior to October 15, 2006, Sunday shall be over and above their work week and they shall be given the first opportunity to work on Sunday. In the event an employee hired prior to October 15, 2006 moves to another conventional store as a result of their store closing or transfers to a store covered by the conventional collective agreement they shall retain the right to volunteer to work on Sunday and receive a \$1.60 per hour premium for such work.

The basic work week of part time employees hired after October 15, 2006 shall be Sunday through Saturday. For Part time employees hired on or after October 15, 2006, Sunday work shall be at their regular hourly rate of pay and they will be scheduled their hours of work in five (5) days over 1 week (Sunday to Saturday) unless by mutual consent.

Work on Legal Holidays or days celebrated in lieu thereof shall be on a voluntary basis, except in an emergency.

(d) An employee scheduled to work beyond 11:00 p.m. on any night shall be paid at double time for all hours worked after 11:00 p.m. that night. In the event that this provision is applicable, it is understood that the premiums referred to in paragraph 1.08 and 1.10 of this Appendix shall not be applicable after 11:00 p.m. on any night.

1.08 A shift premium of one dollar (\$1.00) per hour shall be paid to employees employed on a night crew. This premium shall be applicable on all hours worked on such night shift operation.

For stores which are open 24 hours a day, employees whose shift

commences between 10 p.m. and 8:30 a.m. will receive the night shift premium. This does not change the current payment of shift premium to those employees with early morning start times or the night crew stocking shift.

1.09 Employees will not be permitted to work in excess of twenty-four (24) hours per week except in the following circumstances: -

- (a) when a full-time employee is absent on Union duties;
- (b) in a store in which a full-time employee or part-time employee is absent due to illness, accident, compensation or bereavement, creating an emergency in the said store;
- (c) to cover off for vacations;
- (d) where a full-time employee is on leave of absence of up to sixty (60) calendar days, provided the Union is notified of such leave of absence;
- (e) from December 1st to January 1st;
- (f) during the months of May through September in the following summer resort areas:

Kingston and Lindsay and any other vacation area where the Company may open a store during the lifetime of this Agreement;
- (g) for the two (2) weeks previous to and the two (2) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished;
- (h) where due to sickness or accident a temporary absence of a full-time employee in one store necessitates a temporary transfer of a full-time employee from a second store, then a part-time employee may be employed in that second store, provided however, that all full-time employees are working a normal week in both stores;
- (i) during the six (6) working days immediately preceding a legal holiday;

(j) for training purposes (two (2) consecutive weeks for new stores, refurbished stores and new equipment);

(k) for employees hired prior to October 15, 2006 who work hours on Sunday which are over and above their work week;

(l) during flu season, allergy season and other peak periods in the Pharmacy department only.

(m) for three (3) consecutive months in the Garden Centre (over 24 hours will be in the Garden Centre only and hours are not to be combined between the Garden Centre and the Store).

1.10 When working in excess of twenty-four (24) hours in any week as permitted by paragraph 1.09 of this Appendix (except 1.09 (k)), employees shall receive fifty cents (50¢) per hour over their normal hourly rate for those hours worked beyond 24 hours in a week.

1.11 (a) Employees shall only be permitted to work in excess of twenty-four (24) hours in any week when the circumstances outlined in paragraph 1.09 of this Appendix apply. Should an employee work in excess of twenty-four (24) hours in any week in violation of this paragraph 1.09 (a) through (m) of this Appendix, the Company agrees to pay to the Union a penalty of fifty dollars (\$50.00) if the Company has failed to obtain the concurrence of the Union to have an employee work in excess of twenty-four (24) hours. Concurrence may be obtained from the Union Office, Union Field Representative or a Divisional Union Officer. When such circumstances arise, senior employees will be granted first preference to work in excess of twenty-four (24) hours in any week, provided they are able to perform the work.

(b) No employee who works over twenty-four (24) hours in accordance with paragraph 1.09 of this Appendix shall be permitted to work in excess of thirty-seven (37) hours.

(c) An employee who works in excess of twenty-four (24) hours in a week and who is assigned to relieve a full-time employee shall work thirty-seven (37) hours. It is understood that if the full-time employee returns to work during the week, the part-time employee will revert to his normal part-time schedule of hours.

An employee who works in excess of twenty-four (24) hours in a week and who

is assigned to relieve a full-time employee who absents himself during the latter part of the week for vacation, leave of absence or sickness, shall not be required to work thirty-seven (37) hours.

(d) During a week in which a legal holiday occurs, an employee who works in excess of twenty-four (24) hours in accordance with the provisions contained in paragraph 1.09 of this Appendix shall receive pay for the legal holiday on the basis of eight (8) hours, times the sum of his hourly rate and the fifty cent (50¢) per hour premium referred to in paragraph 1.10 of this Appendix.

(e) In the event that an employee is temporarily assigned to a department manager position for more than three (3) days in a calendar week, as permitted by Article 11.02 (b) of this Agreement, they shall receive the hourly rate of the specific classification to which he is assigned, retro-active to the first day of such temporary assignment. It is understood that in these circumstances the premium referred to in paragraph 1.10 of this Appendix shall not be applicable.

1.12 (a) In the event an employee works in excess of thirty-seven (37) hours in a week, in violation of paragraph 1.11 (b), he shall be paid in accordance with paragraph 1.07 (a), (b) and (c) thereof.

(c) When in emergency circumstances an employee who is scheduled to work for twenty-four (24) hours or less, works in excess of twenty-four (24) hours, except as provided for in Articles 1.09 and 1.11 of this Appendix, he shall be paid at one and one-half (1-1/2) times his part-time rate of pay for all hours worked beyond twenty-four (24) hours that week.

1.13 (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
Dominion Day	Boxing Day

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

(i) three (3) months' service with the Company;

- (ii) worked at least thirty-two (32) hours during the four (4) weeks immediately preceding the week during which the legal holiday occurs;
- (iii) worked on his last scheduled shift preceding and his first scheduled shift following the legal holiday.

An employee who so qualifies shall receive legal holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the legal holiday occurs, times his standard rate of pay, with a minimum pay-out of six (6) hours.

(c) When a holiday as defined above 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 a holiday.

1.14 New Part time wage scales

(a) **All part time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:**

July 9/15 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the part time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the part time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a part time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the part time wage progression for those employees hired after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

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

Hours Worked	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
5501 +	\$17.75	\$18.00	\$18.20	\$18.45	\$18.80	\$19.20

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

Hours Worked	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
7650 +	\$17.75	\$18.00	\$18.20	\$18.45	\$18.80	\$19.20

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

	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	Oct /17	July 1 /18	Oct /18	June 30/19	Oct /19	June 28/20	Oct /20
0 - 500	\$11.00	11.25		New MW		New MW		New MW		New MW		New MW
501 – 1250	\$11.05	11.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
1251 – 2000	\$11.10	11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
2001 - 2750	\$11.15	11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
2751 - 3500	\$11.20	11.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
3501 – 4250	\$11.25	11.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
4251-5000	\$11.30	11.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
5001-5750	\$11.35	11.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
5751-6500	\$11.50	11.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
6501-7250	\$11.70	11.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
7251-8000	\$12.00	12.25		mw+ 1.00		mw+ 1.00		mw+ 1.00		mw+ 1.00		mw+ 1.00
8001 – 8750	\$12.50	12.75		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50

8750+	\$15.25	\$15.25	\$15.50	\$15.50	\$15.70	\$15.70	\$15.95	\$15.95	\$16.30	\$16.30	\$16.70	\$16.70
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	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	Oct /17	July 1 /18	Oct /18	June 30/19	Oct /19	June 28/20	Oct /20
0 - 500	\$12.00	12.25		New MW + 1.00		New MW + 1.00		New MW + 1.00		New MW + 1.00		New MW + 1.00
501 – 1250	\$12.05	12.30		mw + 1.05		mw + 1.05		mw + 1.05		mw + 1.05		mw + 1.05
1251 – 2000	\$12.10	12.35		mw + 1.10		mw + 1.10		mw + 1.10		mw + 1.10		mw + 1.10
2001 - 2750	\$12.15	12.40		mw +1 .15		mw +1 .15		mw +1 .15		mw +1 .15		mw +1 .15
2751 - 3500	\$12.20	12.45		mw +1 .20		mw +1 .20		mw +1 .20		mw +1 .20		mw +1 .20
3501 – 4250	\$12.25	12.50		mw + 1.25		mw + 1.25		mw + 1.25		mw + 1.25		mw + 1.25
4251-5000	\$12.30	12.55		mw + 1.30		mw + 1.30		mw + 1.30		mw + 1.30		mw + 1.30
5001-5750	\$12.35	12.60		mw +1 .35		mw +1 .35		mw +1 .35		mw +1 .35		mw +1 .35
5751-6500	\$12.50	12.75		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50
6501-7250	\$12.70	12.95		mw+ 1 .70		mw +1 .70		mw +1 .70		mw +1 .70		mw +1 .70
7251-8000	\$13.00	13.25		mw + 2.00		mw + 2.00		mw + 2.00		mw + 2.00		mw + 2.00
8001 – 8750	\$13.50	13.75		mw + 2.50		mw + 2.50		mw + 2.50		mw + 2.50		mw + 2.50
8750+	\$16.25	\$16.25	\$16.50	\$16.50	\$16.70	\$16.70	\$16.95	\$16.95	\$17.30	\$17.30	\$17.70	\$17.70

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 October 6, 2010**:

Hours	July 9/15	October/ 15	October/ 16	October/ 17	October/ 18	October/ 19	October/20
0 – 1250	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05
2001+	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10

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 student shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

Meat Cutter Definition

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).

The following shall be the minimum wage rates of pay for Meat Cutters hired after date of ratification (October 6, 2010) who meet the requirements defined above.

Hours Worked	July 9/15	Oct/ 15	July3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600	\$11.80	\$12.05		MW+.80		MW+.80		MW+.80		MW+.80		MW+.80
2601 – 3250	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
3251 – 3900	\$13.20	\$13.45		MW+2.20		MW+2.20		MW+2.20		MW+2.20		MW+2.20
3901 – 4550	\$13.90	\$14.15		MW+2.90		MW+2.90		MW+2.90		MW+2.90		MW+2.90
4551 – 5200	\$14.60	\$14.85		MW+3.60		MW+3.60		MW+3.60		MW+3.60		MW+3.60
5201 – 5850	\$15.30	\$15.55		MW+4.30		MW+4.30		MW+4.30		MW+4.30		MW+4.30
5851 – 6500	\$16.00	\$16.25		MW+5.00		MW+5.00		MW+5.00		MW+5.00		MW+5.00
Hired Prior to July 9, 2015												
+6501	\$18.65	\$18.65	\$18.90	\$18.90	\$19.10	\$19.10	\$19.35	\$19.35	\$19.70	\$19.70	\$20.10	\$20.10

Baker Definition

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).

The following shall be the minimum wage rates of pay for Bakers hired **after October 6, 2010** who meet the requirements defined above.

Hours	July 9/15	Oct/ 15	July 3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 - 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 –1950	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600	\$11.45	\$11.70		MW+.45		MW+.45		MW+.45		MW+.45		MW+.45
2601 – 3250	\$11.50	\$11.75		MW+.50		MW+.50		MW+.50		MW+.50		MW+.50
3251 – 3900	\$12.00	\$12.25		MW+1.00		MW+1.00		MW+1.00		MW+1.00		MW+1.00
3901 – 4550	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
4551 – 5200	\$13.00	\$13.25		MW+2.00		MW+2.00		MW+2.00		MW+2.00		MW+2.00
5201 – 5850	\$13.50	\$13.75		MW+2.50		MW+2.50		MW+2.50		MW+2.50		MW+2.50
5851 – 6500	\$14.00	\$14.25		MW+3.00		MW+3.00		MW+3.00		MW+3.00		MW+3.00
Hired Prior to July 9, 2015												
+6501	\$16.65	\$16.65	\$16.90	\$16.90	\$17.10	\$17.10	\$17.35	\$17.35	\$17.70	\$17.70	\$18.10	\$18.10

The following shall be the minimum part time rates of pay front-end service clerks (FESC):

Hours Worked	July 9/15	15-Oct	July 3/16	16-OCT	July 2/17	17-OCT	July 1/18	18-OCT	June 30/19	19-OCT	June 28/20	20-OCT
0-500	\$11.00	\$11.25		New MW		New MW		New MW		New MW		New MW
501-1250	\$11.05	\$11.30		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05
1251 - 2000	\$11.10	\$11.35		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10
2001- 2750	\$11.15	\$11.40		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15
2751- 3500	\$11.20	\$11.45		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20
3501- 4250	\$11.25	\$11.50		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25
5000 +	\$11.95	\$11.95	\$12.20	\$12.20	\$12.40	\$12.40	\$12.65	\$12.65	\$13.00	\$13.00	\$13.40	\$13.40

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 progressions. The Company will meet with the Union to discuss the program prior to it being implemented, modified or eliminated.

(d) 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 employee's hours because it is a separate classification and seniority department.

Existing employees who are interested in the front end classification will be paid according to the rates of pay applicable for the front end service clerk which are a start rate of \$10.25 and will progress through the part-time wage progression as specified in Article 1.14(c) to a maximum rate of \$10.55.

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 \$10.55 per hour whichever is the lesser and progress from that point.

The front end service clerk classification employees will be visibly identifiable. The handicap program will be integrated in to 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).

Wage adjustments under this wage progression shall be made for each employee based on the hours worked.

1.15 (a) 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 worked the appropriate number of hours.

(b) No wage currently enjoyed by an employee, which is in excess of the rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement, provided the employee can fulfill the normal requirements of the job efficiently.

1.16 (a) Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees

with five (5) or more years' service as at May 1st of the current year shall receive Vacation Pay Allowance of six percent (6%) of their earnings during the previous calendar year.

Employees with ten (10) or more years' service as at May 1st, shall receive Vacation Pay Allowance of eight percent (8%) of their earnings during the previous calendar year.

Such payment shall be made between May 1st and June 30th of the current year and will be paid on a separate cheque.

(b) The Company further agrees to provide a Christmas Bonus to employees as follows: -

Employees who have been continuously employed by the Company for more than three (3) years as at December 15th of the current year shall receive fifty dollars (\$50.00).

Employees who have been continuously employed by the Company for more than one (1) year as at December 15th of the current year shall receive twenty dollars (\$20.00).

Employees who have been continuously employed by the Company for more than six (6) months and up to one (1) year as at December 15th of the current year shall receive ten dollars (\$10.00).

1.17 The Company may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Company unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly. Part-time employees will be required to submit their vacation intentions by April 1st each year.

1.18 (a) An employee whose name has not appeared on the payroll of the store for over thirty (30) calendar days due to the fact the he was unavailable for work for reasons other than sickness or accident, shall receive consideration on re-application as a new employee. The Company agrees that it will consider past experience and length of service with the Company when establishing the hourly rate for such an employee. For clarity this provision does not apply to those part time employees hired after December 8, 1996, who are required to work at least one shift per week, provided that work is available.

(b) 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 Company agrees that it will consider past experience with the Company and the duration of the person's earlier service with the Company when establishing the hourly rate of pay for such an employee in the wage progression.

1.19 (a) In the event of the termination of business at one of the Company'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 the 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.

(b) 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. For clarity this does not apply to those employees who are not making themselves available for work.

(c) 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.

(d) In the event that any of the Company's stores are closed and then continue later to operate under the name of "No Frills", employees employed at that store at the time of its closing who, because they do not have the ability to perform the job requirements in the No Frills store, 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) Employees, because of their ability and qualifications may be offered part-time employment in a No Frills Unit. In the event they accept such work, such employees will carry their part-time seniority to the No Frills Unit.

1.20 (a) Employees will receive preference on the basis of their seniority within the seniority division as outlined in Appendix "B" of this Agreement in the matter of available full-

time employment, provided however, that they have the ability to perform the job requirements.

(b) The Company agrees to post on the bulletin boards notices of full-time job opportunities, in order that employees may indicate their interest in obtaining full-time employment as provided in the Letter of Understanding attached to this Agreement.

(c) Part-time employees who are promoted to full-time after December 8, 1996 will be required to serve a probationary period and will receive credit for their part-time service of fifty percent (50%) of their part-time seniority up to a maximum of one (1) year. For clarity this credit will not apply for the purpose of the wage progression and vacation entitlement.

(d) Such an employee who is terminated from the full-time payroll, who then 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 purposes of call-in, his hourly rate of pay within the part-time progression schedule and vacation pay entitlement.

1.21 The Company agrees to pay one hundred percent (100%) Ontario Health Insurance Plan Premium for employees including the children of single parents as follows: -

(a) An employee is eligible for O.H.I.P. Premium rebate or Quebec Health Insurance Health rebate whichever is applicable to the employee, on the first of the month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) An employee who is not covered by O.H.I.P. through any other source will be entitled to the O.H.I.P. Premium rebate.

(c) An employee, their spouse and eligible dependents are eligible for an O.H.I.P. Premium rebate on the first month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least seven hundred (700) hours in the previous calendar year.

(d) Payment will be made upon the receipt of proof of purchase.

1.22 The Company agrees to provide Optical coverage for employees including the children of single parents as follows:

(a) An employee is eligible for Optical coverage on the first of the month coincident with or following two (2) years of continuous employment with the Company, provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) An employee who is not covered by any other form of Optical coverage through any other source, will be entitled to a maximum reimbursement of two hundred (\$200.00) once every two (2) years.

(c) Payment will be made upon the receipt of proof of purchase.

(d) Dependents of employees are not eligible for Optical coverage.

(e) Part time employees who qualify for Vision Care will be reimbursed up to \$60.00 for an eye exam every 24 months. An employee will be reimbursed for the eye exam and glasses up to a maximum of \$200.00 in a 24 month period.

1.23 Should a bereavement occur in the immediate family of an employee with twelve (12) or more months of seniority, the employee will be given time off with pay on the day of the funeral for all hours he was scheduled that day. Immediate family shall be as defined in Article 21 of the main body of this Collective Agreement. The employee will be given the day off with pay to attend the funeral of an aunt or uncle provided the employee is scheduled for that day. Employees may retain one (1) day of the above allowance in order to attend an internment scheduled for a later date, but within one (1) year of death.

Such an employee who is scheduled to work in excess of twenty-four (24) hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 21 of the main body of this Collective Agreement.

1.24 (a) An employee and the children of single parents are eligible for Dental Expense Insurance and shall be insured on the first day of the month coincident with or first following one (1) year of continuous employment with the Company, provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) Dependents of employees are not eligible for Dental Expense Insurance.

(c) Upon receipt by the Insurer within ninety (90) days from the date of billing by the dentist and approval by the Insurer of due proof that an eligible employee has incurred expenses for covered dental services, the Insurer will reimburse after a deductible of twenty-five dollars (\$25.00) of covered expenses each calendar year, the employee for one hundred percent (100%) of the charges for such covered dental services listed under paragraph 4, Part

"A", and eighty percent (80%) of the charges for such dental services listed under paragraph 4, Part "B", subject to a total annual maximum reimbursement of \$500.00 and excluding that portion of any charge which is in excess of the current Schedule of the Provincial Dental Association in the Province of residence.

Such schedule shall not be adjusted downward and shall be one (1) year ahead of the Industry Plan.

(d) Covered dental services shall be the following: -

PART "A"

- (i) oral examination and diagnosis; but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (ii) complete series of periodical films but not more than once in any five (5) year period;
- (iii) prophylaxis including scaling and polishing of teeth but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (iv) bitewing x-rays but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (v) topical application of any anti-cariogenic agent (e.g., stannous fluoride); but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (vi) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (vii) emergency treatment;
- (viii) space maintainers not involving the movement of teeth;
- (ix) periodontal treatment including surgery and post surgical treatment, excluding prosthesis and appliances;
- (x) endodontic treatment (root canal therapy);
- (xi) oral surgical procedures including the removal of teeth (erupted, unerupted, or impacted);
- (xii) general anesthesia in connection with oral surgery;
- (xiii) x-rays in connection with oral surgery;
- (xiv) injections of antibiotic drugs by the attending dentist.

PART "B"

- (i) inlays and crowns;
- (ii) complete dentures;

- (iii) partial dentures;
- (iv) fixed bridgework;
- (v) repair or recementing of crowns, inlays, bridgework and dentures or relining of dentures;
- (vi) periodontal prosthesis or appliances.

PART "B" BENEFITS DO NOT PROVIDE

- (i) services which are cosmetic in nature;
 - (ii) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the participant became insured for this benefit;
 - (iii) dentures which have been lost, stolen or mislaid;
 - (iv) prosthetic devices which were ordered before the participant became insured for this benefit, or which were ordered while the participant was insured for this benefit but are installed more than thirty (30) days after termination of the insurance;
 - (v) replacement of an existing partial or full denture or fixed bridgework, unless:
 - (a) the replacement is required to replace an existing denture or bridgework which was installed at least five (5) years prior to the replacement; or
 - (b) the replacement is required to replace an immediate temporary denture provided that the replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture;
 - (vi) The addition of teeth to an existing partial denture or fixed bridgework unless the addition is required to replace one or more teeth removed while the participant is insured for this benefit.
- (e) The services set out in paragraph (d) hereof shall be subject to the following limitations for which Dental Expense Insurance is not payable: -
- (i) services covered by Workers' Compensation or similar statute;
 - (ii) services which the employee is eligible for, or entitled to, under any statute;
 - (iii) services for which re-imbusement is provided under any other group or

- individual insurance policy, any government insurance plan or by reason of the legal liability of any other party;
- (iv) services required because of willfully self-inflicted injuries;
- (v) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist.

(f) If employment is terminated because of retirement or if employment is interrupted because of disability or lay-off when an employee receives an E.I. Record of Employment indicating a work shortage as the reason for the separation, the Dental Expense Insurance will be continued for an employee for up to three (3) months following the last month worked by the employee. If the employee is still disabled or laid off after this three (3) month period, the employee may continue to be insured for a further three (3) months by paying directly to the Company a monthly premium of six dollars (\$6.00).

1.25 (a) The Employer agrees to provide prescription drug coverage for part-time employees including the children of single parents, for employees after one (1) year of service provided he has worked at least four hundred (400) hours in the previous calendar year. Effective January 1, 2001, the Employer agrees to provide prescription drug coverage for a part-time employee's immediate family members, provided he has at least one (1) year of service and he has worked at least 650 hours in the previous calendar year. Benefits will be provided as follows:

(b) For prescribed drugs, the Company agrees to provide all eligible part time employees with a prescription drug card that must be used at a Loblaws Companies pharmacy with no deductible. Where an eligible employee does not obtain a prescription at a Loblaws Companies pharmacy, they must pay for the prescription and submit the required form to be reimbursed.

(c) Covered expenses are drugs dispensed on a prescription of a duly qualified medical practitioner for the use of an employee or eligible dependent. Insulin is covered with or without a prescription. Diabetic supplies are covered when purchased on the prescription of a duly qualified medical practitioner. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded: -

- (i) Patent or proprietary medicines;
- (ii) Vitamins, vitamin preparations or food supplements;
- (iii) Prescriptions paid for by any other agency or plan;

- (iv) Drugs in excess of: one (1) month's supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
- (v) Appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;
- (vi) Medication or medicines other than those referred to in sub-item (a) above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) Cost of delivery.

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 C

HEALTH AND SAFETY AND WORKERS' COMPENSATION COVERING ALL CONVENTIONAL EMPLOYEES

ARTICLE 1 – HEALTH AND SAFETY

1.01 The Company shall be governed by the Occupational Health and Safety Act and governing regulations in Ontario.

1.02 The Company 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**

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 2 years for part time employees.

In the event it is decided to utilize Safety Equipment other than Safety Shoes, the Company agrees to provide such equipment at no cost to the employee, provided it is used strictly in conjunction with his job.

Garden centre employees who are certified and operate material handling equipment will be provided the respective safety footwear allowance once every four (4) 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 contained in this letter will be CSA approved.

ARTICLE 2 – JOINT HEALTH AND SAFETY COMMITTEES

2.01(a) 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.

(b) 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.

(c) 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.

(d) 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 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 "D"

WELFARE AND INSURANCE BENEFITS

GROUP INSURANCE COVERAGES

ARTICLE 1 – ELIGIBILITY

1.01 All full-time employees of the Company are eligible for insurance on the following dates:

(a) For Life Insurance, Accidental Death and Dismemberment Benefit, Semi-private Hospital and Ambulance Expense Insurance on the first day of the month next following his/her date of employment.

(b) For Weekly Indemnity Insurance on the first day of the month following his/her date of continuous full-time employment with the Company.

(c) For Prescription Drug Expense Insurance and the Optical Plan on completion of three (3) months of continuous full-time employment with the Company.

(d) For Dental Expense Insurance on the first day of the month following three (3) months of continuous full-time employment.

(e) For Survivor Income Benefits for employees with eligible dependents, the first day of the month next following six (6) months of continuous full-time employment, or the date on which an employee acquires an eligible dependent, whichever is later.

(f) For Sick Pay Allowance on the completion of six (6) months of continuous full-time employment.

(g) For Long-term Disability Insurance on the completion of one (1) year of continuous full-time employment provided an employee has attained age 18 and has not attained normal retirement age.

1.02 Eligible dependent shall mean: -

(a) In the case of Survivor Income Benefits:

(i) the spouse of an employee, except for a spouse who is both estranged from the employee and not dependent on him/her for support;
and

(ii) any dependent child of an employee provided such child has not attained age eighteen (18).

(b) In the case of Ontario Health Insurance, Semi-private Hospital and Ambulance Expense Insurance, Prescription Drug Expense Insurance and the Optical Plan, a person who is a resident of Canada or the United States and is: -

- (i) the spouse of an employee,
and
- (ii) any unmarried dependent child of the employee, from birth to age twenty-one (21) and any unmarried children who are mentally or physically infirm to any age.

(c) In the case of Dental Expense Insurance, a person who is a resident of Canada or the United States and is: -

- (i) the spouse of an employee,
and
- (ii) any unmarried dependent child of the employee, from birth to age twenty-two (22) and any unmarried dependent children who are mentally or physically infirm to any age.

1.03 An employee will become eligible for dependent insurance on the date of becoming eligible if on that date the employee has any eligible dependents; otherwise, the employee will become eligible for dependent insurance on the date he/she first acquires a dependent.

ARTICLE 2 - LIFE INSURANCE

2.01 The amount of Group Life Insurance shall be \$40,000.00.

2.02 The Insurance for an insured employee, who becomes totally disabled before normal retirement age, will be continued during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

2.03 Where an insured employee terminates employment, other than because of total disability, the employee shall have the option of obtaining from the insurer within thirty (30) days

of termination an individual Insurance Policy as provided for in the Insurance Contract. This policy shall be for an amount not greater than the amount of Group Life Insurance and shall be subject to the insurer's normal underwriting rules, except that this Insurance shall not be subject to the employee supplying evidence of insurability.

ARTICLE 3 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

3.01 Accidental Death and Dismemberment Insurance is payable in the event of death which results from injury caused accidentally and within 365 days of such injury on the basis of 100% of the amount set out in paragraph 3.02. Benefits will be paid for certain dismemberment's as set out in paragraph 3.02.

3.02 The amount of Accidental Death and Dismemberment Insurance shall be: -

Loss of Life	\$30,000.00
Loss of Both Hands	
Loss of Both Feet	
Loss of the Sight of Both Eyes.	
Loss of One Hand and One Foot	
Loss of One Hand and the Sight of One Eye	
Loss of One Foot and the Sight of One Eye	
Loss of One Hand	\$15,000.00
Loss of One Foot	
Loss of the Sight of One Eye	

3.03 Accidental Death and Dismemberment Benefits are not payable for any loss resulting directly or indirectly, wholly or partially from any of the following causes: -

- (a) Suicide or willfully self-inflicted injuries, while sane or insane;
- (b) Committing or attempting to commit a criminal offense as defined in the Criminal Code of Canada;
- (c) War or hostilities of any kind, whether or not the insured person was actually participating therein, and whether or not war was declared;
- (d) Injuries sustained by the insured person as the result of driving a vehicle when the injuries were sustained, the blood of the insured person contained in excess of eighty (80)

milligrams of alcohol per one hundred (100) milliliters of blood.

"Vehicle" means a vehicle that is drawn, propelled or driven by any means other than muscular power, and includes an aircraft, automobile, truck, motorcycle, moped, snowmobile and boat.

ARTICLE 4 - SURVIVOR INCOME BENEFITS

4.01 On the death of an insured employee, a monthly benefit will be payable to his/her spouse and/or children under age 18. This benefit will be payable until the later of: -

- (a) the date of death or, remarriage of the spouse,
- or
- (b) the date on which the youngest eligible child attains age 18.

4.02 The amount of the monthly benefit, subject to paragraph 4.04 of this Appendix, will be one-twelfth (1/12) of the greater of: -

- (a) \$600.00,
- or
- (b) 20% of the employee's average annual basic earnings during the three (3) years immediately prior to the employee's death,
- or
- (c) 66-2/3% of the total annual Company Retirement Pension benefit which the employee has accrued to the date of the employee's death.

4.03 In the event of the remarriage of a surviving spouse with no eligible children under the age of 18, the benefit shall cease. In the event of the remarriage of a surviving spouse with eligible children under the age of 18, the benefit shall be reduced to 50% of the previous amount and be payable until the youngest surviving child attains age 18.

4.04 The maximum monthly benefit payable will be \$700.00 per month.

4.05 This coverage shall terminate at the earliest of the following dates: -

- (a) the fifteenth (15th) day following the date of termination of employment with the Company;
- (b) the date of the employee's retirement or early retirement pension under the Company's Pension Plan;

- (c) the date on which the employee attains normal retirement age;
- (d) the date on which the employee ceases to have any eligible dependents;
- (e) the date of remarriage of a surviving spouse.

4.06 The insurance for an insured employee, who becomes totally disabled before normal retirement age, will be continued during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first two (2) years of total disablement prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

4.07 The Company will continue to provide the following Welfare Benefits for survivors: -

- (a) Semi-private Hospital and Ambulance Expense Insurance;
- (b) Prescription Drug Expense Insurance;
- (c) Quebec Residents Supplemental Hospital and Medical Insurance;
- (d) Dental Expense Insurance;
- (e) Ontario Health Insurance Plan.

ARTICLE 5 - WEEKLY INDEMNITY INSURANCE

5.01 An insured employee who is totally disabled and unable to work due to sickness or an accident not covered by Workers' Compensation, will be paid a weekly benefit commencing on the first day of absence due to an accident and the fourth day of absence due to a sickness. The amount of the benefit and the maximum period for which the benefit is payable shall be as set out in the following schedule: -

Years of Continuous Full-time Employment with the Company

<u>At Least</u>	<u>But Less Than</u>	<u>Amount of Weekly Benefit</u>	<u>Maximum Period</u>
First of the month next following date of hire	3 years	75% of Basic Weekly Wage	26 weeks

After 3 years	85% of Basic	
	Weekly Wage	26 weeks

The weekly benefit shall be determined based on basic weekly wage and service as of the date of commencement of disability.

5.02 It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.

5.03 Certification of illness for loss of time benefits, up to a maximum of ten (10) weeks for each period of disability, will be accepted if completed by a licensed Chiropractor, Podiatrist or Oral Surgeon.

5.04 A disability resulting from the same cause as a previous disability will be treated as a continuation of the previous disability unless the employee has returned to work on a continuous full-time basis for at least two (2) weeks (14 days).

5.05 Weekly benefits are not payable for the following: -

(a) Disability for which an employee receives benefits under any Workers' Compensation or similar law;

(b) Disability resulting from willfully, self-inflicted injury or from any attempt at self-destruction;

(c) Disability of an employee who is not under treatment by a physician or surgeon duly licensed to practice medicine, or during the first four (4) weeks of disability of an employee who is not under treatment by a licensed Chiropractor;

(d) Pregnancy where a female employee is not disabled;

(e) Any period during which a female employee is on a pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

ARTICLE 6 - LONG-TERM DISABILITY INSURANCE

6.01 Upon receipt and approval by the insurer of due proof that an insured employee has

become totally and continuously disabled for a period of twenty-six (26) weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates: -

- (a) the date on which the employee shall cease to be totally disabled;
- (b) the date on which the employee attains normal retirement age;
- (c) the date of the employee's death.

6.02 Total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

6.03 The amount of the monthly benefit payable with respect to a disability shall be the amount of monthly benefit in effect for the employee on the date of commencement of the disability as set out in the following schedule: -

<u>Portion of Basic Monthly Wage</u>	<u>Benefit as a Percentage of Basic Monthly Wage</u>
First of \$3,030.00	66%

Subject to a maximum monthly benefit of \$2000.00 applied to claims initiated after July 28, 2000.

6.04 If the disability income benefit receivable by the disabled employee from all sources, including Workers' Compensation benefits, exceed 71% of the employee's average earned monthly income during the two (2) year period immediately prior to the date of disablement, payment under this benefit will be reduced so that the income benefits from all sources shall not exceed 71% of such average earned monthly income.

6.05 Under no circumstances will the total monthly benefit payable under this policy, together with other income replacement sources payable because of disability, be less than the amount shown in the above schedule.

Long-term Disability benefits will not be reduced by virtue of any amount received on behalf of any dependents of an L.T.D. recipient.

6.06 It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.

6.07 Long-term Disability benefits are not payable with respect to disabilities resulting from any of the following:-

(a) Willfully self-inflicted injury or any attempt at self-destruction;

(b) Any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;

(c) War or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;

(d) Pregnancy where a female employee is not disabled;

(e) Any period during which a female employee is on a pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

ARTICLE 7 - SEMI-PRIVATE HOSPITAL AND AMBULANCE EXPENSE INSURANCE

7.01 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has been confined in a licensed hospital, the insurer shall, subject to Article 15, reimburse the employee for the amount charged by the hospital for room and board in excess of the expenses covered by the Provincial Hospital Insurance Plan up to an amount equal to the difference between the charges for standard ward and standard semi-private accommodation for each day of confinement during any one period of disability, whether from one or more than one cause. The maximum payable under this benefit in respect of hospitalization in the Province of Quebec is the actual differential rate.

7.02 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred expense in respect of the use of a hospital or professional motor car ambulance, the insurer will, subject to Article 15 reimburse the employee for such expense, provided that payment will be made only in respect of a disability where hospital confinement is required and only if the insurer is satisfied that the physical condition of the individual precluded the use of other means of transportation.

ARTICLE 8 - PRESCRIPTION DRUG EXPENSE INSURANCE

8.01 Prescribed drugs are to be purchased at participating Drug Stores. Employees will be issued an identification card, which will be valid for one (1) year. Upon presentation of this card to a participating Drug Store, the employee will not be required to pay a deductible for each prescription.

8.02 For prescribed drugs not purchased at a participating Drug Store, the employee will be required to fill out a claim form for each receipt within ninety (90) days of the date of purchase to the Health Insurance Department at Head Office. After processing the claim, the Company will reimburse the employee for the amount of the prescription.

8.03 Covered expenses are drugs dispensed on a prescription of a duly qualified medical practitioner for the use of an employee or eligible dependent. Insulin is covered with or without a prescription. Diabetic supplies are covered when purchased on the prescription of a duly qualified medical practitioner. Oxygen will be covered when prescribed. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded: -

- (i) Patent or proprietary medicines;
- (ii) Vitamins, vitamin preparations or food supplements;
- (iii) Prescriptions paid for by any other agency or plan;
- (iv) Drugs in excess of: - one (1) month's supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
- (v) Appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;
- (vi) Medication or medicines other than those referred to in sub-item (i) above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) Cost of delivery.

8.04 All benefits paid under this coverage will be insured and shall be subject to Article 15.

ARTICLE 9 - QUEBEC RESIDENTS SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE

9.01 For those full-time Ontario employees who are resident in the Province of Quebec, the Company will provide Supplemental Hospital and Medical Insurance coverage, until such coverage are provided by the Governmental Hospital or Medicare Insurance Plan.

9.02 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred a covered expense, the insurer will, subject to Article 15, reimburse the employee for the amount of the expense up to the level of re-imburement provided under the Ontario Health Insurance Plan. Covered expenses are as set out in the following schedule: -

- (a) Psychoanalysis given by a psychiatrist in his office;
- (b) Radiology and laboratory services in an out-patient department outside the Province;
- (c) Laboratory services performed at a laboratory inside or outside the Province;
- (d) X-rays and laboratory involving the services of both technicians and physicians;
- (e) Physiotherapy outside hospital;
- (f) Chiropractor;
- (g) Podiatry;
- (h) Ambulance.

ARTICLE 10 - DENTAL EXPENSE INSURANCE

10.01 Upon receipt by the insurer within ninety (90) days from the date of billing by the dentist and approval by the insurer of due proof that an eligible employee or dependent has incurred expenses for covered dental services, the insurer will, subject to Article 15, reimburse the employee for one hundred percent (100%) of the charges for covered dental services listed under Article 10.02, Part "A"; ninety percent (90%) of the charges for covered dental services listed under Article 10.02, Part "B", subject to \$2,000.00 in a 24 month benefit period for services under Part "A" and/or Part "B" and, after satisfying a deductible of fifty dollars (\$50.00) for each treatment plan, fifty percent (50%) of the charges for dental services listed under Article 10.02, Part "C", subject to a maximum lifetime benefit of \$1,000.00. Benefits are provided under Parts "A" and/or "B" exclude that portion of any charge which is in excess of the prevailing Schedule of Fees of the Provincial Dental Association in the Province of residence.

10.02 Covered dental services shall be the following: -

PART "A"

- (a) oral examination and diagnosis; but not more than once in any nine (9) month period for employees and dependents age 18 or over;
- (b) complete series of periapical films but not more than once in any five (5) year period;
- (c) prophylaxis including scaling and polishing of teeth but not more than once in any nine (9) month period for employees and dependents age 18 or over;
- (d) bitewing x-rays but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (e) topical application of any anti-cariogenic agent (e.g., stannous fluoride); but not more than once in any nine (9) month period for employee and dependents age 18 or over;
- (f) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (g) emergency treatment;
- (h) space maintainers not involving the movement of teeth;
- (i) periodontal treatment including surgery and post-surgical treatment, excluding prosthesis and appliances;
- (j) endodontic treatment (root canal therapy);
- (k) oral surgical procedures, including the removal of teeth (erupted, un-erupted or impacted;)
- (l) general anesthesia in connection with oral surgery;
- (m) x-rays in connection with oral surgery;
- (n) injections of antibiotic drugs by the attending dentist;
- (o) one (1) oral hygiene instruction per insured individual per life- time.

PART "B"

- (a) inlays and crowns;
- (b) complete dentures;
- (c) partial dentures;
- (d) fixed bridgework;
- (e) repair or recementing of crowns, inlays, bridgework and dentures or relining of dentures;
- (f) periodontal prosthesis or appliances.

PART "B" BENEFITS DO NOT PROVIDE

- (a) services which are cosmetic in nature;
- (b) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the participant or dependent became insured for this benefit;
- (c) dentures which have been lost, stolen or mislaid;
- (d) prosthetic devices which were ordered before the participant or dependent became insured for this benefit, or which were ordered while the participant or dependent was insured for this benefit but are installed more than thirty (30) days after termination of the insurance;
- (e) replacement of an existing partial or full denture or fixed bridgework unless:
 - (i) the replacement is required to replace an existing denture or bridgework which was installed at least five (5) years prior to the replacement;
 - or
 - (ii) the replacement is required to replace an immediate temporary denture provided that the replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture;
- (f) the addition of teeth to an existing partial denture or fixed bridgework unless the addition is required to replace one or more teeth removed while the participant or dependent is insured for this benefit;
- (g) services directly associated with any single series beyond those for which provision is made in the prevailing Schedule of Fees of the Provincial Dental Association in the Province of residence.

PART "C"

This benefit applies to orthodontic treatment for an employee or eligible dependent under age 20, who is covered for Dental Insurance. Eligible charges are those made for an "orthodontic treatment plan" that prior to treatment has been reviewed by the insurance carrier and returned to the dentist, showing estimated benefits, and is required by an overbite of at least four (4) millimeters, cross bite or protrusive or retrusive relationship of at least one cusp.

An "orthodontic treatment plan" is a report on a form satisfactory to the insurance carrier that among other things describes the recommended treatment, gives the estimated charge and is accompanied by cephalometric x-rays, study models, and other supporting evidence.

The benefit will be paid in equal installments beginning when the orthodontic appliances are first inserted, and monthly thereafter for the estimated duration of the treatment plan, as long as the patient remains covered. If benefits are being paid on termination of coverage, they will be continued for charges incurred during the rest of the quarterly installment period in progress.

10.03 The services set out in paragraph 10.02 hereof shall be subject to the following limitations for which Dental Expense Insurance is not payable:

- (a) services covered by Workers' Compensation or similar statute;
- (b) services which the employee is eligible for, or entitled to, under any statute;
- (c) services for which re-imbusement is provided under any other group or individual insurance policy, any government insurance plan or by reason of the legal liability of any other party;
- (d) services required because of willfully, self-inflicted injuries;
- (e) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist;
- (f) charges for a procedure for which an active appliance was installed before the patient was covered.

10.04 If employment is terminated because of retirement at normal retirement age or in the event of a lay-off where an employee receives an Employment Insurance Record of Employment indicating a work shortage as the reason for separation, the insurance will be continued for an employee and any eligible dependents for up to three (3) months following the last month worked by the employee.

OTHER WELFARE AND INSURANCE BENEFITS

ARTICLE 11 - ONTARIO HEALTH INSURANCE PLAN

11.01 The Company agrees to pay the full Ontario Health Insurance Plan Premium for all full-time employees and for their eligible dependents, subject to Article 15. The Company agrees to pay the full cost of any subsequent increases in this premium. The Union agrees that any cost savings resulting from any other Government action shall accrue solely to the benefit of the Company. For Ontario employees resident in the Province of Quebec, the reference to O.H.I.P. premium shall be replaced with a reference to the individual income tax levied by the Province of Quebec for the provision of benefits comparable to those benefits available under O.H.I.P..

11.02 The Company shall pay an employee for the cost of additional visits to a licensed Chiropractor beyond the ten (10) visits O.H.I.P. provide to a maximum of ten (10) additional visits per year. Payment for such visits will be based on the O.H.I.P. Fee structure.

ARTICLE 12 - WORKERS' COMPENSATION COMPENSABLE ACCIDENTS

12.01 The Company shall pay an employee for time lost, resulting from a compensable accident, during the period on the first day which is not covered by Workplace Safety and Insurance Board coverage.

ARTICLE 13 - SICK PAY ALLOWANCE

13.01 This coverage will be paid for and administered by the Company. Sick Pay Allowance will provide for the payment of the first three (3) days of any absence due to sickness, to a maximum of twelve (12) days per calendar year, at one hundred percent (100%) of basic daily pay.

13.02 Claim forms must be submitted to the Payroll Department within ninety (90) days of the date of commencement of the sickness. The allowance will be paid through Payroll and will be subject to the normal payroll deductions.

13.03 The Company may require the employee to produce a medical certificate from a duly qualified medical practitioner upon his return to work. It is understood between the Union and the Company that this provision will be acted upon only by the Industrial Relations Department.

ARTICLE 14 - OPTICAL PLAN

Definitions

In this benefit,

14.01 (a) "Optometrist" means a member of the Canadian Association of Optometrists or of any Provincial Association associated therewith;

(b) "Physician" means a person who is legally licensed to practice medicine;

(c) "Reasonable and customary charges" mean charges which are usually made for the items of expense listed under Eligible Expenses in the absence of insurance, excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred, except that the charges for eligible expenses incurred outside Canada which are in excess of the level of charges for comparable services rendered in the area in which the Canadian Head Office of the Policyholder is located, will not be considered as eligible.

Eligible Expenses: -

"Eligible Expenses" means reasonable and customary charges for the following items of expense:

14.02 (a) Eye examinations by an optometrist, but for not more than one examination in a period of twenty-four (24) months, (twelve (12) months for a dependent child under age 18), provided benefits are not payable for the examination under any Government Medical Care Insurance Plan;

(b) Optical appliances, provided such appliances are necessary for the correction of vision and are prescribed by a physician or optometrist, and repairs to such appliances, subject to maximum total eligible expenses of two hundred (\$200.00) dollars during the 24-month period ending on the date an eligible expense for such appliances is incurred;

(c) Optical appliances which are prescribed by an ophthalmologist as a result of a surgical procedure, subject to maximum total lifetime eligible expenses of two hundred dollars (\$200.00) for such appliances in respect of any one surgical procedure;

(d) Contact lenses, where an ophthalmologist certifies that such contact lenses are necessary as a result of a surgical procedure or for the treatment of keratoconus, and that

satisfactory correction of vision cannot be obtained through the use of eye glasses, subject to maximum total lifetime eligible expenses of one hundred and fifty dollars (\$150.00) in respect of any one surgical procedure or for the treatment of keratoconus.

ARTICLE 15 - CO-ORDINATION OF BENEFITS PROVISION

15.01 This Article 15 applies where the spouse and/or family of a covered full-time employee are provided with insurance coverage by virtue of such spouse's employment. Where such other coverage is provided, the amount of benefit provided under Articles 7, 8, 9, 10 and 11 of this Appendix "D" shall be equal to the amount otherwise payable by the Company less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Company.

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 Loblaw's Supermarkets Limited and United Food and Commercial Workers Canada, Local 1000 A.

2.03 "Company" shall mean Loblaw's 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	<u>Plan Year</u>	<u>Rate</u>
	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 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 received 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 "F"

NO FRILLS STORES - FULL-TIME EMPLOYEES

All matters relative to No Frills full-time employees shall be contained in this Appendix and those Articles of the Agreement so designated hereinafter.

ARTICLE 1 - RECOGNITION

The provisions of paragraphs 1.01, 1.02, 1.03, 1.04 (b), (c) and (d) of this Agreement affect all employees covered by this Appendix.

1.04 (a) The Company agrees that employees who are not members of the bargaining unit, other than No Frills Managers and Regional Cashier Specialists, will not perform bargaining unit work except during the one (1) week prior to and the three (3) weeks subsequent to the re-opening week of a refurbished store and the opening week of a new store, unless prior arrangements have been made between the Company and the Union Office, a Union Field Representative or a Divisional Union Officer. Such employees of the Company shall restrict activities considered to be bargaining unit work as outlined above, except for the purpose of instruction, the checking of codes, the checking for rotation and the checking of culling of product.

It is further understood that the Regional Cashier Specialist shall restrict her activities to Office Cash related work.

ARTICLE 2 - SENIORITY

2.01 The provisions of paragraphs 2.01, 2.02, 2.03, 2.04 (a), (c), (d) and (e), 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 2.12 and 2.13 of this Agreement affect all employees covered by this Appendix.

2.02 (b) Employees shall acquire and exercise seniority in job classifications within the Seniority Divisions as set out in Appendix "B" of this Agreement. In matters of lay-offs, recalls after lay-offs and demotions, seniority shall be exercised on the basis of seniority in the Grocery-Produce Department and job classifications as above. Where an obvious imbalance in staff exists, the Union and the Company agree to discuss the problem.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 The provisions of paragraphs 3.01, 3.02, 3.03, 3.04, 3.05 (a) and (b), 3.06, 3.07, 3.08, 3.09, 3.10, 3.12, 3.13 and 3.14 of this Agreement affect all employees covered by this Appendix.

3.02 (c) The Company agrees that each employee will be given two (2) consecutive days off each week (i.e., Sunday and Monday), except in a week in which a legal holiday occurs Tuesday through Saturday.

3.03 Employees may be required to commence their shift at 8:00 a.m. (6:00 a.m. by mutual agreement between the Company and the employee) or to conclude their shifts one-half (1/2) hour after normal store closing time.

ARTICLE 4 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE

4.01 The provisions of Article 4 of this Agreement affect all employees covered by this Appendix.

ARTICLE 5 - CALL-TIME

5.01 The provisions of Article 5 of this Agreement affect all employees covered by this Appendix.

ARTICLE 6 - LEGAL HOLIDAYS

6.01 The provisions of paragraphs 6.01, 6.02 (c) and (d), 6.03, 6.04, 6.05 and 6.06 of this Agreement affect all employees covered by this Appendix.

6.02 (a) When a holiday as defined above occurs in any week, employees will work a five (5) day - 37-hour week and shall be paid six (6) days' pay (45 hours) at the standard rate of pay unless the store is closed on Monday, in a week in which a legal holiday as defined above occurs Tuesday through Saturday, when employees will work a four (4) day - 29-hour week and shall be paid five (5) days' pay (37 hours) at the standard rate of pay.

(b) When two (2) holidays as defined above occur in any week, employees will work a four (4) day - 29-hour week and shall be paid six (6) days' pay (45) hours at the standard rate of pay, unless the store is closed on Monday in a week in which a legal holiday as defined

above occurs Tuesday through Saturday, when employees will work a three (3) day - 21-hour week and shall be paid five (5) days' pay (37 hours) at the standard rate of pay.

ARTICLE 7 - VACATIONS

7.01 The provisions of Article 7 of this Agreement affect all employees covered by this Appendix.

ARTICLE 8 - WELFARE, INSURANCE AND PENSION BENEFITS

8.01 The provisions of Article 8 of this Agreement affect all employees covered by this Appendix.

ARTICLE 9 - WAGES AND JOB CLASSIFICATIONS

9.01 The provisions of paragraphs 9.01, 9.02 (a), 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of this Agreement affect all employees covered by this Appendix.

9.02 (a) It is agreed that no key positions other than an Assistant Store Manager, a Head Checker and a Produce Manager will be required in a No Frills store. In a No Frills store which has a Bakery Department, it shall be staffed with only a Bakery Department Manager.

(b) The Company agrees that there shall be a Second Produce Manager in their respective Volume #5 No Frills stores.

9.03 The Second Produce Manager shall be referred to as a Volume #3 Produce Manager and shall be paid the Volume #3 Produce Manager rate.

ARTICLE 10 - JOB POSTING

10.01 The provisions of Article 10 of this Agreement affect all employees covered by this Appendix.

ARTICLE 11 - TEMPORARY ASSIGNMENTS

11.01 The provisions of paragraphs 11.01, 11.02 (a) and (c), 11.03, 11.04, 11.05 and 11.06 of this Agreement affect all employees covered by this Appendix.

11.02 (A) When posted positions are temporarily assigned, such relief work shall be done

by full-time employees. In stores where full-time employees, who are capable of performing the relief work are not available, the Company will discuss the matter with the Union and permission of the Union to utilize part-time employees in these circumstances will not be unreasonably withheld.

ARTICLE 12 - UNION PRIVILEGES

12.01 The provisions of Article 12 of this Agreement affect all employees covered by this Appendix.

ARTICLE 13 - TRANSPORTATION

13.01 The provisions of Article 13 of this Agreement affect all employees covered by this Appendix.

ARTICLE 14 - ADJUSTMENT OF GRIEVANCES

14.01 The provisions of Article 14 of this Agreement affect all employees covered by this Appendix.

ARTICLE 15 - STRIKES AND LOCK-OUTS

15.01 The provisions of Article 15 of this Agreement affect all employees covered by this Appendix.

ARTICLE 16 - NOT TO BE UNLAWFUL

16.01 The provisions of Article 16 of this Agreement affect all employees covered by this Appendix.

ARTICLE 17 - NIGHT SHIFT

17.01 The provisions of Article 17 of this Agreement affect all employees covered by this Appendix.

ARTICLE 18 - USE OF PART-TIME HELP

18.01 The provisions of Article 18.02 and 18.03 of this Agreement affect all employees

covered by this Appendix.

18.02 When posted positions are temporarily assigned, such relief work shall be done by full-time employees. In stores where full-time employees, who are capable of performing the relief work are not available, the Company will discuss the matter with the Union and permission of the Union to utilize part-time employees in these circumstances will not be unreasonably withheld.

ARTICLE 19 - FUNCTIONS OF MANAGEMENT

19.01 The provisions of Article 19 of this Agreement affect all employees covered by this Appendix.

ARTICLE 20 - BEREAVEMENT PAY

20.01 The provisions of Article 20 of this Agreement affect all employees covered by this Appendix.

ARTICLE 21 - JURY DUTY PAY

21.01 The provisions of Article 21 of this Agreement affect all employees covered by this Appendix.

ARTICLE 22 - SALES REPRESENTATIVES

22.01 The provisions of Article 22 of this Agreement affect all employees covered by this Appendix.

ARTICLE 23 - CHRISTMAS BONUS

23.01 The provisions of Article 23 of this Agreement affect all employees covered by this Appendix.

ARTICLE 24 - RETRO-ACTIVITY

24.01 The provisions of Article 24 of this Agreement affect all employees covered by this Appendix.

ARTICLE 25 - GENDER

25.01 The provisions of Article 25 of this Agreement affect all employees covered by this

Appendix.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 The provisions of Article 26 of this Agreement affect all employees covered by this Appendix.

APPENDIX "G"

NO FRILLS STORES - PART-TIME EMPLOYEES

1.01 (a) All matters relative to part-time employees and their working conditions shall be contained in this Appendix and Article 1; paragraphs 2.05 (h), 2.06, 2.11 (a) and (b), 3.03 (b), 3.05 (d), 4.03, 4.05, 9.02 (a), 9.05, 10.07, 11.02 (a) and (b), Articles 12, 13, 14, 15, 16, 17.03 (b), 18.02, 18.03, 19, 21, 24, 25 and 26 of this Agreement. For the purpose of this Appendix, a part-time employee is an employee who is normally scheduled to work twenty-four (24) hours or less per week.

(b) The provisions of paragraphs 1.02, 1.03 (c), 1.04, 1.05 (b), and (c), 1.06, 1.07 (a), (b), (c) and (d), 1.08, 1.09 (a), (b), (c), (d), (e), (f), (h), (i), (j) and (k), 1.10, 1.11, 1.12 (a) and (b), 1.13, 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.20, 1.21, 1.22, 1.23, 1.24 and 1.25 of Appendix "A" shall be applicable to all employees covered by this Appendix.

(c) The provisions of paragraph 18.01 of Appendix "F" shall be applicable to all employees covered by this Appendix.

1.03 (a) Employees shall obtain seniority on a store basis. The seniority list for employees shall be posted in each store and shall be kept up to date at all times.

1.05 (a) No employee shall be required to commence a shift sooner than 8:00 a.m. and shall not be required to work a split shift.

1.10 (g) For the four (4) weeks previous to and the two (2) weeks directly following the opening of a new store and the commencement date of promotional activities in a store which has been completely refurbished.

APPENDIX "H"
REAL CANADIAN SUPERSTORE 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 Loblaws Real Canadian Superstores opened after June 17, 2003 and which have 35% or more of their selling square footage in the department store type merchandise. For clarity department store type merchandise shall include but not be limited to: Home Décor, Bed and Bath, Cook and Table, Kids Kloz, Photo Lab, Photo Studio, Electronics, Seasonal, HABA, Home Office, Books and Magazines, Cards and Party, Cosmetics, Housewares, Sporting Goods, Toys, Leisure, Automotive, Hardware, Footwear and Apparel. It is recognized by the parties that the variety of DSTM will change and evolve as the business changes.

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 Loblaws Real Canadian Superstores in Ontario (excluding the Cities, Townships and store locations listed in Article 1.01 (a) above) below the rank of Store Manager, up to four (4) Assistant Store Managers in stores less than 125,000 square feet and up to five (5) in stores 125,000 square feet or greater, and Managers, Pharmacists, Regulated Pharmacy Technicians, and twelve (12) DSTM Managers and up to eight (8) DSTM Assistant Department Managers and Cooking School Coordinator. All matters relative to Loblaws Real Canadian Superstore employees shall be governed by Appendices "B", "E", "H", "I", "J", "M" and "N" of this Agreement and Letters of Understanding Nos. 1, 5, 8, 10, 12, 22, 26, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, **80, 81, and 82, and Letter of**

Agreement No. 2 and Memorandum of Agreement No. 1 These appendices and Letters 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.

iii) When a new DSTM department is established, the Manager for that department may be added to the exclusion under Article 2.01 (a) by mutual agreement of the parties.

(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 "I" of this Agreement.

2.04 It is understood and agreed that T&T, **Arz, or any other multicultural business in which Loblaw has a majority ownership interest**, 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, **Arz or any other multicultural business in which Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.**

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 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 cooperate 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 **sexual orientation, gender identity and gender expression**, 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.

5.04 **There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.**

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:

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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:

<u>Grocery-Produce Department</u>	<u>Meat Department</u>
(1) Asst. Grocery Dept. Manager	(1) Asst. Meat Dept. Mgr.
(2) Asst. Produce Dept Manager	(2) Meat Cutter
(3) Jr. Asst. Produce Dept. Manager	(3) Meat Service Clerk
(4) Bookkeeper	
(5) Back-up Bookkeeper	
(6) Assistant Night Manager	<u>Pharmacy Department</u>
(7) Receiver (Days)	(1) Pharmacy Assistant
(8) Receiver (Nights)	
(9) Clerk	<u>Service Department</u>
	(1) Meat Cutter
<u>Bakery Department</u>	(2) Deli Service Clerk
(1) Assistant Bakery Manager	
(2) Baker	<u>DSTM Department</u>
(3) Production-Decorator, Cake Decorator	1)DSTM Clerk
(4) Bakery Service Clerk	

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 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 the posting and a list of all applicants submitted. As well as, provide the Union with the name and seniority date of the successful applicant and post on the bulletin board the name of the successful applicant.**

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 sub-paragraph 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

Bookkeeper

Back-up Bookkeeper

Assistant Night Manager

Receiver (Days)

Receiver (Nights)

PRODUCE DEPARTMENT

Asst. Produce Dept. Manager

Jr. Asst. Produce Dept. Manger

BAKERY DEPARTMENT

Assistant Bakery Department

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 or 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.

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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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 - **\$6.00** Lunch - **\$8.00** Supper - **\$10.00**

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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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) 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.
- (c) 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.
- (d) 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.
- (e) 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) Full time will be able to submit a request for 1 evening not to be scheduled as defined after 6 p.m. Monday to Thursday for a period of up to 12 weeks, three (3) times per calendar year. Arrangements for this shall be made by mutual consent between the employee and Store Manager.

(d) 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.

(c) The Employer will attempt where requested and possible to schedule Saturday and Sunday off consecutively.

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.

ARTICLE 11 - STATUTORY HOLIDAYS

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

New Year's Day	Thanksgiving Day
Family Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	
Canada Day	
Labour 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 **Statutory Holidays shall be observed on the actual date of 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% whichever 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.

(l) An employee may request to have one (1) week of his/her approved vacation entitlement commence mid-week for travel purposes. Any arrangement under this provision must be by mutual consent between the employee and Store Manager and will not be unreasonably denied.

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) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active shall receive a lump sum bonus of \$1,500.

The lump sum bonus will be paid within 3 weeks of the Date of Ratification (July 9, 2015).

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 CRA rules. The employee must notify the Company of their decision (2 weeks following the Date of Ratification) 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 the Company sponsored RRSP. If there is a fee associated with a one-time transfer out of the Company sponsored RRSP, the Company will pay for it.

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

14.01 (b) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the full time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the full time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a full time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the full time wage progression for those employees hired to full time after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

The following wage schedule shall apply based upon length of continuous service **for those employees hired to full time on or before July 9, 2015:**

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Customer Service Department						
Book keeper	20.46	20.71	21.16	21.41	21.76	22.41
Back-Up Bookkeeper	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Meat Department						
Asst. Meat Manager	\$22.74	\$22.99	\$23.19	\$23.44	\$23.79	\$24.19
Meat Cutter						
Start	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
6 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
18 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
24 months	\$21.93	\$22.18	\$22.38	\$22.63	\$22.98	\$23.38
Meat Cutter (Nights)						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
6 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
12 months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
18 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$22.93	\$23.18	\$23.38	\$23.63	\$23.98	\$24.38
Produce/Grocery Dept.						
Asst. Produce Manager and Assistant Grocery Manager	\$20.46	\$20.71	\$20.91	\$21.16	\$21.51	\$21.91

Assistant Night Manager	\$21.46	\$21.71	\$21.91	\$22.16	\$22.51	\$22.91
Jr. Asst Produce Manager	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Receiver	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Receiver (Nights)	\$20.85	\$21.10	\$21.30	\$21.55	\$21.90	\$22.30
Analyst	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Grocery-Produce, Deli Meat, Cashier, Bakery Service, DSTM Clerks Pharmacy Clerk						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85
Clerk (Nights)						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.40	\$20.65	\$20.85	\$21.10	\$21.45	\$21.85
	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Bakery Dept. (Scratch)						
Asst. Baker Manager	\$21.03	\$21.28	\$21.48	\$21.73	\$22.08	\$22.48
Baker						
Start	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
6 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
12 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
18 months	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
24 months	\$20.24	\$20.49	\$20.69	\$20.94	\$21.29	\$21.69
Baker (Nights)						
Start	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
6 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
12 months	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
18 months	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75
24 months	\$21.24	\$21.49	\$21.69	\$21.94	\$22.29	\$22.69
Production / Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85
Bakery Department (Bake-Off)						
Asst Bakery Manager	\$20.46	\$20.71	\$20.91	\$21.16	\$21.51	\$21.91
Cake Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Pharmacy Assistant						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.40	\$20.65	\$20.85	\$21.10	\$21.45	\$21.85

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 period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification (October 6, 2010).

14.01 (c) The following wage schedule shall apply based upon length of continuous service for those employees hired to full time after July 9, 2015:

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Customer Service Department						
Book Keeper	\$20.46	\$20.71	\$21.16	\$21.41	\$21.76	\$22.41
Back-Up Bookkeeper	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Meat Department						
Asst. Meat Manager	\$22.64	\$22.79	\$22.94	\$23.09	\$23.24	\$23.39
Meat Cutter						
Start	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
6 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50

18 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
24 months	\$21.83	\$21.98	\$22.13	\$22.28	\$22.43	\$22.58
Meat Cutter (Nights)						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
6 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
12 months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
18 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$22.83	\$22.98	\$23.13	\$23.28	\$23.43	\$23.58
Produce/Grocery Dept.						
Asst. Produce Manager and Assistant Grocery Manager	\$20.36	\$20.51	\$20.66	\$20.81	\$20.96	\$21.11
Assistant Night Manager	\$21.36	\$21.51	\$21.66	\$21.81	\$21.96	\$22.11
Jr. Asst Produce Manager	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Receiver	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Receiver (Nights)	\$20.75	\$20.90	\$21.05	\$21.20	\$21.35	\$21.50
Analyst	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
	DOR	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Grocery-Produce, Deli Meat, Cashier, Bakery Service, DSTM Clerks Pharmacy Clerk						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05
Clerk (Nights)						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.30	\$20.45	\$20.60	\$20.75	\$20.90	\$21.05
Bakery Dept. (Scratch)						
Asst. Baker Manager	\$20.93	\$21.08	\$21.23	\$21.38	\$21.53	\$21.68
Baker						
Start	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
6 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
12 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
18 months	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
24 months	\$20.14	\$20.29	\$20.44	\$20.59	\$20.74	\$20.89
Baker (Nights)						
Start	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
6 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
12 months	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
18 months	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75
24 months	\$21.14	\$21.29	\$21.44	\$21.59	\$21.74	\$21.89
Production / Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00

6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05
Bakery Department (Bake-Off)						
Asst Bakery Manager	\$20.36	\$20.51	\$20.66	\$20.81	\$20.96	\$21.11
Cake Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Pharmacy Assistant						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.30	\$20.45	\$20.60	\$20.75	\$20.90	\$21.05

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 Loblaw's 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 "I".

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-imbusement.

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.

[Insert Signing Page]

APPENDIX "I"

REAL CANADIAN SUPERSTORE PART TIME EMPLOYEES

1.01 All matters relative to Loblaws Real Canadian Superstore part time employees shall be governed by Appendices "B", "E", "I", "J", "M", and "N" of this Agreement and Letters of Understanding Nos. 1, 5, 10, 12, 33, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 57, 58, 59, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 76, **80, 81, and 82, and Letter of Agreement No. 2 and Memorandum of Agreement No. 1.**

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 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 "H" Article 8.06) in accordance with Appendix "H" 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 **sexual orientation, gender identity and gender expression**, 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.

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

5.06 **There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.**

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. **It is the Employer's intention that when changes to scheduled hours are made, the changes will first be made to hour assigned to those non-guarantee-eligible (below the guarantee) part time employees.**

(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.

Within twelve (12) weeks after the last ratification date all Local 1000A Loblaws GFS & Superstores will implement the new scheduling provisions. Senior Company and Union representatives will meet as required to ensure a successful implementation over the next few months.

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 next senior-most 15% of part time employees directly below the 25% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability;

the next senior-most 10% of part time employees directly below the 15% (rounded down to the nearest full number), will be eligible for a guarantee of twenty (20) hours weekly provided that they meet the minimum availability.

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(s) 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 **guarantees**, noted above such employee(s) 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 **the applicable guarantee** that week.

The number of employees eligible for the **guarantees** shall be calculated weekly based on the number of part time employees to be scheduled **in that week**. The employees so eligible shall be designated as such on the posted schedule.

The **above guarantees** 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 (20) 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 16 hours (provided such employee has not restricted themselves under (d) or article 7.06, or Letter Of Understanding 59.*

Subject to the guarantees 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 Eight (8) to Nine (9) Part Time Employees:

Within each department of eight (8) to nine (9), the senior-most 20% 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 next senior-most 15% of part time employees directly below the 20% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability.

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(s) 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 guarantees, such employee(s) 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 the applicable guarantee that week.

The number of employees eligible for the guarantees shall be calculated weekly based on the number of part time employees to be scheduled in that week. The employees so eligible shall be designated as such on the posted schedule.

The above guarantees 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.

Subject to the guarantees 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 Eight (8) 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	Thanksgiving Day
Family Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	
Canada Day	
Labour Day	

The qualification and payment for such holidays shall be the amount as outlined in the Employment Standards Act (ESA). For clarity, pursuant to the ESA 2000, to qualify for pay for a legal holiday, the employee must have:

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

(ii) 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.

9.01 (b) A sign-up list for part time employees who are available to work on a statutory holiday shall be posted. The Employer will select available employees to work from the

sign-up list in order of seniority, and based on the needs of the business. If insufficient employees volunteer to work, they shall be scheduled in reverse order of seniority.

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 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 Employer shall at all time 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 recto-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, 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.

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

All part time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active and at the end rate of pay shall receive a lump sum bonus of \$750.

All part time employees on the payroll as of the Date of Ratification (July 9, 2015) who are below end rate and in the part time wage progression shall receive shall receive a lump sum bonus of \$350.

A part time employee in the part time wage progression that moves to their new rate of pay on the new wage progression and does not receive a minimum of a 25 cent increase will receive a lump sum of \$100.

All part time employees will slot into the new part time wage progressions based upon the number of hours worked the Sunday following the Date of Ratification (July 9, 2015) and shall progress from that point based on hours worked.

12.04 (b) All part time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the part time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the part time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a part time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the part time wage progression for those employees hired after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

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

Part Time Wage Progression	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	17-Oct	July 1/18	18-Oct	June 30/19	19-Oct	June 28 /20	20-Oct
0 – 300	\$11.00	\$11.25		New MW		Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
301 – 650 hrs	\$11.05	\$11.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
651 – 1300 hrs	\$11.10	\$11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
1301 – 1950 hrs	\$11.15	\$11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
1951 – 2600 hrs	\$11.20	\$11.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
2601 – 3250 hrs	\$11.25	\$11.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
3251 – 3900 hrs	\$11.30	\$11.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
3901 – 4550 hrs	\$11.35	\$11.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
4551 – 5200 hrs	\$11.50	\$11.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
5201 – 5850 hrs	\$11.70	\$11.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
5851 – 6500 hrs	\$12.00	\$12.25		mw +1.00		mw + 1.00		mw + 1.00		mw + 1.00		mw + 1.00
Hired after July 9/15												
6501+ hrs	\$13.54	\$13.54	\$13.69	\$13.69	\$13.84	\$13.84	\$13.99	\$13.99	\$14.14	\$14.14	\$14.29	\$14.29
Hired on or before July 9/15												
6501+ hrs	\$13.64	\$13.64	\$13.89	\$13.89	\$14.09	\$14.09	\$14.34	\$14.34	\$14.69	\$14.69	\$15.09	\$15.09
Hired before June 12/94												
6501+ hrs	\$14.09	\$14.09	\$14.34	\$14.34	\$14.54	\$14.54	\$14.79	\$14.79	\$15.14	\$15.14	\$15.54	\$15.54

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

Hours	July 9/15	Oct/ 15	July 3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650 hrs	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600 hrs	\$11.45	\$11.70		MW+.45		MW+.45		MW+.45		MW+.45		MW+.45
2601 – 3250 hrs	\$11.50	\$11.75		MW+.50		MW+.50		MW+.50		MW+.50		MW+.50
3251 – 3900 hrs	\$12.00	\$12.25		MW+1.00		MW+1.00		MW+1.00		MW+1.00		MW+1.00
3901 – 4550 hrs	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
4551 – 5200 hrs	\$13.00	\$13.25		MW+2.00		MW+2.00		MW+2.00		MW+2.00		MW+2.00
5201 – 5850 hrs	\$13.50	\$13.75		MW+2.50		MW+2.50		MW+2.50		MW+2.50		MW+2.50
5851 – 6500 hrs	\$14.00	\$14.25		MW+3.00		MW+3.00		MW+3.00		MW+3.00		MW+3.00
Hired After July 9/15												
+6501 hrs	\$16.85	\$16.85	\$17.00	\$17.00	\$17.15	\$17.15	\$17.30	\$17.30	\$17.45	\$17.45	\$17.60	\$17.60
Hired on or before July 9/15												
+6501 hrs	\$16.95	\$16.95	\$17.20	\$17.20	\$17.40	\$17.40	\$17.65	\$17.65	\$18.00	\$18.00	\$18.40	\$18.40

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

Hours	July 9/15	Oct/ 15	July3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25

301 – 650 hrs	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600 hrs	\$11.45	\$12.05		MW+.80		MW+.80		MW+.80		MW+.80		MW+.80
2601 – 3250 hrs	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
3251 – 3900 hrs	\$13.20	\$13.45		MW+2.20		MW+2.20		MW+2.20		MW+2.20		MW+2.20
3901 – 4550 hrs	\$13.90	\$14.15		MW+2.90		MW+2.90		MW+2.90		MW+2.90		MW+2.90
4551 – 5200 hrs	\$14.60	\$14.85		MW+3.60		MW+3.60		MW+3.60		MW+3.60		MW+3.60
5201 – 5850 hrs	\$15.30	\$15.55		MW+4.30		MW+4.30		MW+4.30		MW+4.30		MW+4.30
5851 – 6500 hrs	\$16.00	\$16.25		MW+5.00		MW+5.00		MW+5.00		MW+5.00		MW+5.00
Hired After July 9/15												
+6501 hrs	\$18.85	\$18.85	\$19.00	\$19.00	\$19.15	\$19.15	\$19.30	\$19.30	\$19.45	\$19.45	\$19.60	\$19.60
Hired on or before July 9/15												
+6501 hrs	\$18.95	\$18.95	\$19.20	\$19.20	\$19.40	\$19.40	\$19.65	\$19.65	\$20.00	\$20.00	\$20.40	\$20.40

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

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

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

Hours	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	17-Oct	July 1/18	18-Oct	June 30/19	19-Oct	June 28/20	20-Oct
0 - 300	\$12.00	\$12.25		New MW +1.00		New MW +1.00	Min Wage	New MW +1.00	Min Wage	New MW +1.00	Min Wage	New MW +1.00
301 – 650 hrs	\$12.05	\$12.30		mw + 1.05		mw + 1.05		mw + 1.05		mw + 1.05		mw + 1.05
651 – 1300 hrs	\$12.10	\$12.35		mw + 1.10		mw + 1.10		mw + 1.10		mw + 1.10		mw + 1.10
1301 – 1950 hrs	\$12.15	\$12.40		mw + 1.15		mw + 1.15		mw + 1.15		mw + 1.15		mw + 1.15
1951 – 2600 hrs	\$12.20	\$12.45		mw + 1.20		mw + 1.20		mw + 1.20		mw + 1.20		mw + 1.20
2601 – 3250 hrs	\$12.25	\$12.50		mw + 1.25		mw + 1.25		mw + 1.25		mw + 1.25		mw + 1.25
3251 – 3900 hrs	\$12.30	\$12.55		mw + 1.30		mw + 1.30		mw + 1.30		mw + 1.30		mw + 1.30
3901 – 4550 hrs	\$12.35	\$12.60		mw + 1.35		mw + 1.35		mw + 1.35		mw + 1.35		mw + 1.35
4551 – 5200 hrs	\$12.50	\$12.75		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50
5201 – 5850 hrs	\$12.70	\$12.95		mw + 1.70		mw + 1.70		mw + 1.70		mw + 1.70		mw + 1.70
5851 – 6500 hrs	\$13.00	\$13.25		mw +2.00		mw +2.00		mw +2.00		mw +2.00		mw +2.00
Hired after July 9/15												
6501+ hrs	\$14.54	\$14.54	\$14.69	\$14.69	\$14.84	\$14.84	\$14.99	\$14.99	\$15.14	\$15.14	\$15.29	\$15.29
Hired on or before July 9/15												
6501+ hrs	\$14.64	\$14.64	\$14.89	\$14.89	\$15.09	\$15.09	\$15.34	\$15.34	\$15.69	\$15.69	\$16.09	\$16.09
Hired before June 12/94												
6501+ hrs	\$15.09	\$15.09	\$15.34	\$15.34	\$15.54	\$15.54	\$15.79	\$15.79	\$16.14	\$16.14	\$16.54	\$16.54

The following shall be the minimum part time rates of pay for front end service clerks:

Hours	July 9/15	15-Oct	July 3/16	16-OCT	July 2/17	17-OCT	July 1/18	18-OCT	June 30/19	19-OCT	June 28/20	20-OCT
0 - 500 hrs	\$11.00	\$11.25		New MW		New MW		New MW		New MW		New MW
501 - 1250 hrs	\$11.05	\$11.30		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05
1251 - 2000 hrs	\$11.10	\$11.35		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10
2001 - 2750 hrs	\$11.15	\$11.40		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15
2751 - 3500 hrs	\$11.20	\$11.45		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20
3501 - 4250 hrs	\$11.25	\$11.50		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25
Hired after July 9/15												
5000 + hrs	\$11.95	\$11.95	\$12.10	\$12.10	\$12.25	\$12.25	\$12.40	\$12.40	\$12.55	\$12.55	\$12.70	\$12.70
Hired on or before July 9/15												
5000 + hrs	\$11.95	\$11.95	\$12.20	\$12.20	\$12.40	\$12.40	\$12.65	\$12.65	\$13.00	\$13.00	\$13.40	\$13.40

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 October 6, 2010.

Hours	July 9/15	October/ 15	October/ 16	October/ 17	October/ 18	October/ 19	October/20
0 – 1250 hrs	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000 hrs	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05
2001+ hrs	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10

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 paternal 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 internment 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 Loblaws 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 interest 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-imbusement.

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 "J"

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

SCHEDULE OF BENEFITS FOR EMPLOYEES

Life Insurance	\$25,000
AD&D Insurance (Principal Sum)	\$25,000
Weekly Income Insurance	66 2/3% of your weekly earnings up to the maximum allowable under the Employment Insurance Act
Long Term Disability Insurance	66 2/3 % of your monthly earnings up to a maximum of \$1,500 Effective January 1, 2018 the LTD monthly maximum shall increase to \$1, 625

DEPENDENTS

Life Insurance

Spouse	\$5,000
Child	\$2,500

EMPLOYEES AND DEPENDENTS

Hospital Daily Room and Board Amount	Semi-private
Health Care	
Calendar Year Deductible (per family member)	\$25
Calendar Year Deductible (per family)	\$50
Prescription Drug Reimbursement	100% Company Store / 70% Otherwise
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

- you 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:

The amount payable will be:

Life	The Principal Sum
Both hands or both feet	The Principal Sum
Sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye	The Principal Sum
One foot and sight of one eye	The Principal Sum
Speech and Hearing in both ears	The Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Speech	1/2 Principal Sum
Hearing in both ears	1/2 Principal Sum

Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

For loss of use of:

Both legs or both arms or both hands	The Principal Sum
One leg or one arm	3/4 Principal Sum
One hand	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.

Effective January 1, 2018 the LTD monthly maximum benefit shall increase to \$1, 625

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.

Eligible full time employees will be provided a drug card. Reimbursement will be based upon 100% for prescriptions filled at a Company store and 70% otherwise. Dispensing fees will be reimbursed based upon the prevailing rate at Loblaw pharmacies.

Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be based upon 100% for prescriptions filled at Shoppers Drug Mart and reimbursement of the dispensing fee will be based upon the prevailing rate at Loblaw Pharmacies.

All reimbursement will be based upon the covered expense for interchangeable products and 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", or "NO SUB", or "NO SUBSTITUTION" on the actual script in the prescriber's own handwriting.

Deductible

- 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 unaccompanied 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 business 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

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 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: 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 Stores**

SCHEDULE OF BENEFITS

EMPLOYEES

Prescription Drugs

Deductible	Nil
Prescription Drug Reimbursement	100% Company Store, 70% Otherwise
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

Eligible part time employees will be provided a drug card. Reimbursement will be based upon 100% for prescriptions filled at a Company store and 70% otherwise. Dispensing fees will be reimbursed based upon the prevailing rate at Loblaw pharmacies.

Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be based upon 100% for prescriptions filled at Shoppers Drug Mart and reimbursement of the dispensing fee will be based upon the prevailing rate at Loblaw Pharmacies.

All reimbursement will be based upon the covered expense for interchangeable products and 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", or "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%	
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:

- o they are also your children, or
- o 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

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.

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 "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 Loblaws Great Canadian Food stores opened after October 15, 2006. All matters relative to Loblaws 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 78, **80, 81, 82, and 84, and Letter of Agreement Nos. 1, and 2, and Memorandum of Agreement No. 1.** 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 Loblaws 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 Loblaws 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, 8, 10, 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 78, **80, 81, 82, and 84, and Letter of Agreement Nos. 1, and 2, and Memorandum of Agreement No. 1.** These appendices and Letters 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, **Arz, or any other multicultural business in which Loblaw has a majority ownership interest**, 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, **Arz or any other multicultural business in which Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.**

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 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 cooperate 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 **sexual orientation, gender identity and gender expression**, 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.

5.04 There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

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 Employer 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 the posting and a list of all applicants submitted. As well as, provide the Union with the name and seniority date of the successful applicant and post on the bulletin board the name of the successful applicant.**

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 sub-paragraph 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. Manger

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 or 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 pursuant to the process outlined in the Letter of Agreement dated July 26, 2013. For clarity the analyst is an appointed position.

8.09 Appointment of Unionized Department Managers

The Company will post a notice of interest regarding Department 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 **as per Company Policy, but in no event less than** the rate of **forty-two cents (.42)** per kilometer, with a minimum kilometer/mileage re-imbusement 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 **as per Company Policy, but in no event less than** the rate of **forty-two cents (.42)** per kilometer, with a minimum kilometer/mileage re-imbusement 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 - **\$6.00** Lunch - **\$8.00** Supper - **\$10.00**

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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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 **as per Company Policy, but in no event less than** the rate of forty-two cents (.42) per kilometer, with a minimum kilometer/mileage re-imbusement 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) Full time will be able to submit a request for 1 evening not to be scheduled as defined after 6 p.m. Monday to Thursday for a period of up to 12 weeks, three (3) times per calendar year. Arrangements for this shall be made by mutual consent between the employee and Store Manager.

(d) 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.

(c) The Employer will attempt where requested and possible to schedule Saturday and Sunday off consecutively.

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.

10.07 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.

Where there are issues with respect to scheduling time off in consultation with the Store Manager, a meeting will be convened with the District Manager or HR Manager to discuss and resolve, or the time may be paid as determined by the Company. A union representative will be present if requested by the employee.

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

viii) All salaried employees shall be scheduled off 1 Saturday and Sunday in 4 weeks unless by mutual agreement.

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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada 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.

11.03 Statutory Holidays shall be observed on the actual date of 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% whichever 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.

(l) An employee may request to have one (1) week of his/her approved vacation entitlement commence mid-week for travel purposes. Any arrangement under this provision must be by mutual consent between the employee and Store Manager and will not be unreasonably denied.

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) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active shall receive a lump sum bonus of \$1,500.

The lump sum bonus will be paid within 3 weeks of the Date of Ratification (July 9, 2015).

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 CRA rules. The employee must notify the Company of their decision (2 weeks following the Date of Ratification) 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 the Company sponsored RRSP. If there is a fee associated with a one-time transfer out of the Company sponsored RRSP, the Company will pay for it.

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

14.01 (b) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the full time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the full time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

In addition to the end rate wage increases outlined above, Department Managers will receive an additional increase of 25 cents (\$0.25) per hour to the end rates on the following dates: July 2, 2017 and June 28, 2020.

For clarity, when a full time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the full time wage progression for those employees hired to full time after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

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:

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Start	\$788.40	\$788.40	\$788.40	\$788.40	\$788.40	\$788.40
12 months	\$814.00	\$814.00	\$814.00	\$814.00	\$814.00	\$814.00
24 months	\$839.60	\$839.60	\$839.60	\$839.60	\$839.60	\$839.60
36 months	\$935.20	\$945.20	\$963.20	\$973.20	\$987.20	\$1013.20

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

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Start	\$634.80	\$634.80	\$634.80	\$634.80	\$634.80	\$634.80
12 months	\$679.60	\$679.60	\$679.60	\$679.60	\$679.60	\$679.60
24 months	\$724.40	\$724.40	\$724.40	\$724.40	\$724.40	\$724.40
36 months	\$839.20	\$849.20	\$867.20	\$877.20	\$891.20	\$917.20

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

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Start	\$624.80	\$624.80	\$624.80	\$624.80	\$624.80	\$624.80
12 months	\$669.60	\$669.60	\$669.60	\$669.60	\$669.60	\$669.60
24 months	\$714.40	\$714.40	\$714.40	\$714.40	\$714.40	\$714.40
36 months	\$829.60	\$839.60	\$857.60	\$867.60	\$881.60	\$907.60

The following wage schedule shall apply based upon length of continuous service for those employees hired to full time on or before July 9, 2015:

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Customer Service Department						
Back-Up Bookkeeper	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Meat Department						
Asst. Meat Manager	\$22.74	\$22.99	\$23.19	\$23.44	\$23.79	\$24.19
Meat Cutter						
Start	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
6 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
18 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
24 months	\$21.93	\$22.18	\$22.38	\$22.63	\$22.98	\$23.38
Meat Cutter (Nights)						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
6 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
12 months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
18 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$22.93	\$23.18	\$23.38	\$23.63	\$23.98	\$24.38
Produce/Grocery Dept.						
Asst. Produce Manager and Assistant Grocery Manager	\$20.46	\$20.71	\$20.91	\$21.16	\$21.51	\$21.91
Assistant Night Manager	\$21.46	\$21.71	\$21.91	\$22.16	\$22.51	\$22.91

Jr. Asst Produce Manager	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Receiver	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
Receiver (Nights)	\$20.85	\$21.10	\$21.30	\$21.55	\$21.90	\$22.30
Analyst	\$19.85	\$20.10	\$20.30	\$20.55	\$20.90	\$21.30
	DOR	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Grocery-Produce, Deli Meat, Cashier, Bakery Service, DSTM Clerks Pharmacy Clerk						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85
Clerk (Nights)						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.40	\$20.65	\$20.85	\$21.10	\$21.45	\$21.85
Bakery Dept. (Scratch)						
Asst. Baker Manager	\$21.03	\$21.28	\$21.48	\$21.73	\$22.08	\$22.48
Baker						
Start	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
6 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
12 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
18 months	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
24 months	\$20.24	\$20.49	\$20.69	\$20.94	\$21.29	\$21.69
Baker (Nights)						
Start	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
6 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
12 months	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
18 months	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75
24 months	\$21.24	\$21.49	\$21.69	\$21.94	\$22.29	\$22.69
Production / Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85
Bakery Department (Bake-Off)						
Asst Bakery Manager	\$20.46	\$20.71	\$20.91	\$21.16	\$21.51	\$21.91
Cake Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.40	\$19.65	\$19.85	\$20.10	\$20.45	\$20.85

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Pharmacy Assistant						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$19.40	\$20.65	\$20.85	\$21.10	\$21.45	\$21.85

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Asst Kitchen Mgr						
	\$22.19	\$22.44	\$22.64	\$22.89	\$23.24	\$23.64

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 period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification (October 6, 2010).

14.01 (c) The following wage schedule shall apply based upon length of continuous service for those employees hired to full time after July 9, 2015:

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Customer Service Department						

Back-Up Bookkeeper	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Meat Department						
Asst. Meat Manager	\$22.64	\$22.79	\$22.94	\$23.09	\$23.24	\$23.39
Meat Cutter						
Start	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50	\$14.50
6 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
18 months	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50
24 months	\$21.83	\$21.98	\$22.13	\$22.28	\$22.43	\$22.58
Meat Cutter (Nights)						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
6 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
12 months	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
18 months	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
24 months	\$22.83	\$22.98	\$23.13	\$23.28	\$23.43	\$23.58
Produce/Grocery Dept.						
Asst. Produce Manager and Assistant Grocery Manager	\$20.36	\$20.51	\$20.66	\$20.81	\$20.96	\$21.11
Assistant Night Manager	\$21.36	\$21.51	\$21.66	\$21.81	\$21.96	\$22.11
Jr. Asst Produce Manager	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Receiver	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
Receiver (Nights)	\$20.75	\$20.90	\$21.05	\$21.20	\$21.35	\$21.50
Analyst	\$19.75	\$19.90	\$20.05	\$20.20	\$20.35	\$20.50
	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Grocery-Produce, Deli Meat, Cashier, Bakery Service, DSTM Clerks Pharmacy Clerk						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05
Clerk (Nights)						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.30	\$20.45	\$20.60	\$20.75	\$20.90	\$21.05
Bakery Dept. (Scratch)						
Asst. Baker Manager	\$20.93	\$21.08	\$21.23	\$21.38	\$21.53	\$21.68
Baker						
Start	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75	\$13.75
6 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75

12 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
18 months	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75	\$18.75
24 months	\$20.14	\$20.29	\$20.44	\$20.59	\$20.74	\$20.89
Baker (Nights)						
Start	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
6 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
12 months	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
18 months	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75	\$19.75
24 months	\$21.14	\$21.29	\$21.44	\$21.59	\$21.74	\$21.89
Production / Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05
Bakery Department (Bake-Off)						
Asst Bakery Manager	\$20.36	\$20.51	\$20.66	\$20.81	\$20.96	\$21.11
Cake Decorator						
Start	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
6 months	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
12 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
18 months	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
24 months	\$19.30	\$19.45	\$19.60	\$19.75	\$19.90	\$20.05

Pharmacy Assistant						
Start	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
6 months	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
12 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
18 months	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
24 months	\$20.30	\$20.45	\$20.60	\$20.75	\$20.90	\$21.05

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Asst Kitchen Mgr	\$22.09	\$22.24	\$22.39	\$22.54	\$22.69	\$22.84

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-imbusement.

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.

[Insert Signing Page]

APPENDIX "L"

GREAT CANADIAN FOOD STORE PART TIME EMPLOYEES

1.01 All matters relative to the Loblaws 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, 78, **80, 81, 82, and 84, and Letter of Agreement Nos. 1, and 2, and Memorandum of Agreement No. 1** 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 **sexual orientation, gender identity and gender expression**, 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.

5.04 **There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.**

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. **It is the Employer's intention that**

when changes to scheduled hours are made, the changes will first be made to hour assigned to those non-guarantee-eligible (below the guarantee) part time employees.

(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.

Within twelve (12) weeks after the last ratification date all Local 1000A Loblaws GFS & Superstores will implement the new scheduling provisions. Senior Company and Union representatives will meet as required to ensure a successful implementation over the next few months.

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 next senior-most 15% of part time employees directly below the 25% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability;

the next senior-most 10% of part time employees directly below the 15% (rounded down to the nearest full number), will be eligible for a guarantee of twenty (20) hours weekly provided that they meet the minimum availability.

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(s) 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 **guarantees**, noted above such employee(s) 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 **the applicable guarantee** that week.

The number of employees eligible for the **guarantees** shall be calculated weekly based on the number of part time employees to be scheduled **in that week**. The employees so eligible shall be designated as such on the posted schedule.

The **above guarantees** 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 (20) 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 16 hours (provided such employee has not restricted themselves under (d) or article 7.06, or Letter Of Understanding 59.*

Subject to the guarantees 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 Eight (8) to Nine (9) Part Time Employees:

Within each department of eight (8) to nine (9), the senior-most 20% 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 next senior-most 15% of part time employees directly below the 20% (rounded down to the nearest full number), will be eligible for a guarantee of twenty-four (24) hours weekly provided that they meet the minimum availability.

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(s) 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 guarantees, such employee(s) 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 the applicable guarantee that week.

The number of employees eligible for the guarantees shall be calculated weekly based on the number of part time employees to be scheduled in that week. The employees so eligible shall be designated as such on the posted schedule.

The above guarantees 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.

Subject to the guarantees 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 Eight (8) 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:

- d. a minimum of one (1) evening between Monday and Thursday
- e. Friday evening
- f. 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:

- d. a minimum of one (1) day between Monday and Thursday
- e. Friday day
- f. 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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

The qualification and payment for such holidays shall be the amount as outlined in the Employment Standards Act(ESA). For clarity, pursuant to the ESA 2000, to qualify for pay for a legal holiday, the employee must have:

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

(ii) 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.

9.01 (b) A sign-up list for part time employees who are available to work on a statutory holiday shall be posted. The Employer will select available employees to work from the sign-up list in order of seniority, and based on the needs of the business. If insufficient employees volunteer to work, they shall be scheduled in reverse order of seniority.

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

All part time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active and at the end rate of pay shall receive a lump sum bonus of \$750.

All part time employees on the payroll as of the Date of Ratification (July 9, 2015) who are below end rate and in the part time wage progression shall receive shall receive a lump sum bonus of \$350.

A part time employee in the part time wage progression that moves to their new rate of pay on the new wage progression and does not receive a minimum of a 25 cent increase will receive a lump sum of \$100.

All part time employees will slot into the new part time wage progressions based upon the number of hours worked the Sunday following the Date of Ratification (July 9, 2015) and shall progress from that point based on hours worked.

12.04 (b) All part time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the part time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the part time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a part time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the part time wage progression for those employees hired after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

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

Part Time Wage Progression	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	17-Oct	July 1/18	18-Oct	June 30/19	19-Oct	June 28 /20	20-Oct
Hours												
0 – 300	\$11.00	\$11.25		New MW		Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage	Min Wage
301 – 650 hrs	\$11.05	\$11.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
651 – 1300 hrs	\$11.10	\$11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
1301 – 1950 hrs	\$11.15	\$11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
1951 – 2600 hrs	\$11.20	\$11.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
2601 – 3250 hrs	\$11.25	\$11.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
3251 – 3900 hrs	\$11.30	\$11.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
3901 – 4550 hrs	\$11.35	\$11.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
4551 – 5200 hrs	\$11.50	\$11.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
5201 – 5850 hrs	\$11.70	\$11.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
5851 – 6500 hrs	\$12.00	\$12.25		mw +1.00		mw + 1.00		mw + 1.00		mw + 1.00		mw + 1.00
Hired after July 9/15												
6501+ hrs	\$13.54	\$13.54	\$13.69	\$13.69	\$13.84	\$13.84	\$13.99	\$13.99	\$14.14	\$14.14	\$14.29	\$14.29
Hired on or before July 9/15												
6501+ hrs	\$13.64	\$13.64	\$13.89	\$13.89	\$14.09	\$14.09	\$14.34	\$14.34	\$14.69	\$14.69	\$15.09	\$15.09
Hired before June 12/94												
6501+ hrs	\$14.09	\$14.09	\$14.34	\$14.34	\$14.54	\$14.54	\$14.79	\$14.79	\$15.14	\$15.14	\$15.54	\$15.54

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

Hours	July 9/15	Oct/ 15	July 3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650 hrs	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.40	\$11.65		MW+.40		MW+.40		MW+.40		MW+.40		MW+.40
1951 – 2600 hrs	\$11.45	\$11.70		MW+.45		MW+.45		MW+.45		MW+.45		MW+.45
2601 – 3250 hrs	\$11.50	\$11.75		MW+.50		MW+.50		MW+.50		MW+.50		MW+.50
3251 – 3900 hrs	\$12.00	\$12.25		MW+1.00		MW+1.00		MW+1.00		MW+1.00		MW+1.00
3901 – 4550 hrs	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
4551 – 5200 hrs	\$13.00	\$13.25		MW+2.00		MW+2.00		MW+2.00		MW+2.00		MW+2.00
5201 – 5850 hrs	\$13.50	\$13.75		MW+2.50		MW+2.50		MW+2.50		MW+2.50		MW+2.50
5851 – 6500 hrs	\$14.00	\$14.25		MW+3.00		MW+3.00		MW+3.00		MW+3.00		MW+3.00
Hired After July 9/15												
+6501 hrs	\$16.85	\$16.85	\$17.00	\$17.00	\$17.15	\$17.15	\$17.30	\$17.30	\$17.45	\$17.45	\$17.60	\$17.60
Hired on or before July 9/15												
+6501 hrs	\$16.95	\$16.95	\$17.20	\$17.20	\$17.40	\$17.40	\$17.65	\$17.65	\$18.00	\$18.00	\$18.40	\$18.40

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

Hours	July 9/15	Oct/ 15	July3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650 hrs	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300 hrs	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950 hrs	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600 hrs	\$11.45	\$12.05		MW+.80		MW+.80		MW+.80		MW+.80		MW+.80
2601 – 3250 hrs	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
3251 – 3900 hrs	\$13.20	\$13.45		MW+2.20		MW+2.20		MW+2.20		MW+2.20		MW+2.20
3901 – 4550 hrs	\$13.90	\$14.15		MW+2.90		MW+2.90		MW+2.90		MW+2.90		MW+2.90
4551 – 5200 hrs	\$14.60	\$14.85		MW+3.60		MW+3.60		MW+3.60		MW+3.60		MW+3.60
5201 – 5850 hrs	\$15.30	\$15.55		MW+4.30		MW+4.30		MW+4.30		MW+4.30		MW+4.30
5851 – 6500 hrs	\$16.00	\$16.25		MW+5.00		MW+5.00		MW+5.00		MW+5.00		MW+5.00
Hired After July 9/15												
+6501 hrs	\$18.85	\$18.85	\$19.00	\$19.00	\$19.15	\$19.15	\$19.30	\$19.30	\$19.45	\$19.45	\$19.60	\$19.60
Hired on or before July 9/15												
+6501 hrs	\$18.95	\$18.95	\$19.20	\$19.20	\$19.40	\$19.40	\$19.65	\$19.65	\$20.00	\$20.00	\$20.40	\$20.40

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

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

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 October 6, 2010.

Hours	July 9/15	October/ 15	October/ 16	October/ 17	October/ 18	October/ 19	October/20
0 – 1250 hrs	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000 hrs	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05
2001+ hrs	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10

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 Loblaws 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 interest 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-imbusement.

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 "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

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

The Parties agree that this letter shall be held in abeyance for the term of the Collective Agreement expiring July 1, 2021. Should the Parties mutually wish to re-instate this letter, they agree to meet and discuss such re-instatement.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #2

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Job Postings – Loblaws Conventional – All Employees

In accordance with the agreement reached during our Contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2021.

(1) **JOB POSTINGS**

The Union agrees that it will enter into discussions with the Company in order to resolve any problems relative to a single applicant for a posted job vacancy, who, in the opinion of the Company does not have the required ability and qualifications for the vacancy in question.

(2) **UNEMPLOYMENT INSURANCE PREMIUM REDUCTION**

This letter will confirm our understanding that, should the Company qualify for an Unemployment Insurance Premium reduction according to Section 64.4 of the Unemployment Insurance Act, 1971, the cost of benefit improvements which have been negotiated with the Union, together with any costs associated with an improvement in the Weekly Indemnity Insurance Plan shall be in lieu of any employee entitlement to a premium reduction according to Section 64.4 of the Unemployment Insurance Act, 1971.

Therefore, all such premium reductions will be the sole property of the Company.

Yours truly,

Dave Graf

Senior Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #3

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Use of Personal Vehicle on Company Assignment – Loblaws Conventional– All Employees

In accordance with our undertaking during the recent Contract negotiations, we are setting forth below the policy of the Company with respect to an employee who has an accident while he is away from his regular place of work at the Company's request, carrying out work assignments. The following policy is applicable to all U.F.C.W. Canada, Local 1000A bargaining unit employees.

Should an employee be involved in an automobile accident while carrying out such duties, he is covered by the Workplace Safety and Insurance Board coverage.

Should an employee suffer any financial loss as a result of an accident while using or operating his own motor vehicle, the Company will reimburse the employee, provided the following conditions are met:

- (1) The Company must have authorized the employee to use his own motor vehicle and to carry out the task.
- (2) The employee must not have been driving negligently.
- (3) The employee cannot otherwise be reasonably indemnified.
- (4) The amount of the financial loss must arise directly and independently of all other causes out of the use or operation of the employee's own vehicle while carrying out the

assigned task.

(5) In the event the Company indemnifies the employee, the Company shall be subjugated to the position of the employee to the extent of the amount paid by the Company to the employee.

Yours truly,

Dave Graf

Senior Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #4

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Temporary Assignments – Loblaws Conventional – Full Time Employees

It is understood that employees who are demoted for cause will not be required to be temporarily assigned to the position held prior to the demotion, except in the employee's home store.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #5

July 9, 2015

Mr. 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 **in accordance with the minimum hourly rates of pay applicable to the Pharmacy Assistant classification**. The Employer shall determine the Pharmacy Assistant staffing requirements in its sole discretion.

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. **The SPA test will be administered not later than 6 months after being hired.**

It is understood that the Pharmacy Assistant classification in conjunction with associated scheduling and the implementation of the Standardized Pharmacy Assessment have been completed. No existing pharmacy employee directly affected by the initial implementation of these changes shall experience a reduction in their rate of pay as a result of the implementation of these changes.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #6

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Dental Care Insurance Plan - Loblaws Conventional – All Employees

If the Dental Care Insurance Plan provided through the Ontario Retail Employees Dental Trust Fund extends coverage and/or improves coverage afforded by that Plan to cover full-time employees during the lifetime of the Collective Agreement expiring July 1, 2021, the Company will make modifications as necessary to its Dental Expense Insurance Plan set out in Article 10 of Appendix “D” of the Welfare and Insurance Benefits Agreement so that the benefits provided under the Company’s Dental Plan are not less comprehensive than the benefits provided under the O.R.E.D.T.F. Plan.

If the Dental Care Insurance Plan provided through the Ontario Retail Employees Dental Trust Fund extends coverage to part-time employees during the lifetime of the Collective Agreement expiring July 1, 2021, the Company will either similarly modify its Dental Expense Insurance Plan or will enter into negotiations with the Union with respect to modifications to the Company’s Plan as they relate to extensions of coverage to part-time employees, subject to the grievance and arbitration procedure.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #7

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Work Standards - Loblaws Conventional – All Employees

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understandings which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2021.

When the Company desires to establish work performance standards on any job, it shall provide the Union with all the necessary data and explanations to enable them to understand how such standard has been developed and is to apply.

The Company further agrees to meet quarterly with the Union to review where the Company is going relative to productivity.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #8

July 9, 2015

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, 2021.

- (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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #9

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Benefits – Loblaws Conventional – Part Time Employees

In the event Prescription Drug and Life Insurance coverage's are provided for Part-time employees in the Ontario Retail Food Industry either through negotiations or in jointly administered Health and Welfare Plans during the lifetime of the Collective Agreement expiring July 1, 2021, the Company will provide similar benefits.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #10

Jul 9, 2015

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, 2021.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #11

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Meat Apprenticeship Program – Loblaws Conventional – All Employees

This will serve to outline the details of the Meat Apprenticeship program as agreed to during our recent contract negotiations.

The details of the program are as follows:

1. 2 years in duration

Branch 1 - 1 year - 18 weeks in school (commences January)
- Junior Cutter (2,000 hours) work and school

Branch 2 - 1 year - 8 weeks in school training
- Cutter (2,000 hours) work and school

Total - 4,000 hours

We propose the following wage progressions:

Year I - 70%
Year II - 90%
Year III - 100%

Employees will be canvassed through an Opportunities Bulletin to determine who is desirous of entering the apprenticeship program.

The work week would consist of thirty seven (37) hours or thirty-seven and one half (37-½) hours for Supercentre employees. It would be understood that there would be no reduction in hours in the meat department as a result of implementing the apprenticeship program.

Part-time employees would be required to work over twenty four (24) hours to cover off for apprentices during the in-school portion of the program.

Apprentices would have their work and training reviewed by the Training Department, Meat Specialist and Meat Manager to ensure compliance with the apprenticeship curriculum.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #12

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #13

July 9, 2015

Mr. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Floral Apprenticeship – Loblaws Conventional – All Employees

The parties have agreed that if the Company wishes to establish a Floral Apprenticeship Program along the term of this Agreement that the Union and Company would meet with a view to reaching a mutually agreeable program.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #14

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Miscellaneous – Loblaws Conventional – All Employees

In accordance with the agreement reached during our Contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2021.

(1) CENTRAL CUTTING

The Company agrees that in the event it is decided to implement a central meat cutting operation, the United Food and Commercial Workers Canada, Local 1000A, will be recognized as bargaining agent. The details of the scope of the Collective Agreement as well as its terms and provisions, including the question of seniority rights, will be negotiated between the parties separately and distinctly from other units represented by the Union.

The Company further agrees that any members of the Union whose jobs are affected as a result of the implementation of a central meat cutting operation will receive first opportunity for employment in the new bargaining unit.

(2) SALES REPRESENTATIVES

(a) The Company agrees to issue to all suppliers a copy of Article 23 of the Collective Agreement, directing them to inform their representatives that performing any work outside the area of agreement will be in violation of the Collective Agreement between the Company and the United Food and Commercial Workers Canada, Local 1000A and will not be tolerated.

(b) The Company further agrees to issue quarterly reminder memoranda to all stores regarding sales representative restrictions. Copies of the above mentioned memorandum will be sent to the Union Office.

(3) CREDIT UNION DEDUCTIONS

The Company agrees to continue to provide to interested full-time and part-time employees a Credit Union Deduction Plan, provided it is understood that such deductions shall be for the sole purpose of deposits into the Credit Union Fund.

(4) PROTECTIVE EQUIPMENT

The Company agrees, where appropriate, to make a distribution of one (1) Freezer Coat per store and to provide at least two (2) Carry-out Coats per store.

(5) STORE MANAGERS

The Company agrees that Store Managers will not perform work in other than their own store, except for the purposes of relieving and giving and receiving training.

(6) LOCKER FACILITIES

The Company agrees that locker facilities will be provided in new stores and refurbished stores in future. The Company further agrees to provide locker facilities, where necessary, in stores that have been refurbished subsequent to the refurbishment of 301 Moore Avenue, Toronto inclusive.

(7) REFURBISHING CREW

It is agreed that when the services of Refurbishing Crew employees are required in a seniority division other than their own, the union will be consulted beforehand and that such transfers shall not be made without the concurrence of the Union.

(8) FRONT-END MANAGERS

Front-end Managers will become members of the bargaining unit and will be covered by the terms and provisions of the Collective Agreement between Loblaws Supermarkets Limited and the United Food and Commercial Workers Canada, Local 1000A that the appointment of Front-end Managers in any store location will continue to be at the discretion of the Company.

(9) **SNOWSTORMS**

In the event of a major snowstorm, where a full-time employee is unable to attend work as a result of the weather and road conditions, the following policy will apply:

(a) If the employee has not had his day off that week, the day he is absent will be considered, by mutual agreement between the employee and the Manager, to be his regularly scheduled day off that week.

(b) In the event that the employee's regularly scheduled day off is not re-scheduled, the employee will have the option of being paid for the time lost and making up the time with overtime hours at the applicable overtime rates.

(c) Where the employee's day off is not re-scheduled and he does not wish to exercise the option of making up the lost time with overtime hours, he will not receive pay for the time lost.

(10) **PHARMACY HIRING**

It is agreed that the Company may employ students enrolled in a licensed Pharmacist program to assist and train with our Pharmacists. It is understood that this program will not have a negative impact on bargaining unit work.

(11) **KRONOS**

The Company undertakes to provide kronos punch detail to the union steward upon request when investigating an employee's grievance.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #15

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Bakery Apprenticeship Program – Loblaws Conventional – All Employees

This will serve to outline the details of the Bakery Apprenticeship Program as agreed to during our recent contract negotiations.

The Bakery Apprenticeship Program shall consist of three (3) branches:

- Branch 1
 - Junior Baker (2,000 hours)
 - 1 year duration
 - 15 weeks in school
(commences September)

- Branch 2
 - Baker (4,000 hours)
 - 2 year duration
 - 15 weeks in school
(commences January)

- Branch 3
 - Patisserie
 - 1 year duration (2,000 hours)
 - 30 weeks (1 evening a week)

TOTAL PROGRAM - 8,000 hours.

The following wage schedule shall apply:

Year I	- 60%
Year II	- 70%
Year III	- 80%
Year IV	- 90%

of the end rate of the baker Classification.

The Work week shall consist of thirty seven (37) hours or thirty-seven and one half (37-½) hours for Supercentre employees. It is understood that there will be no reduction in hours as a result of implementing the apprenticeship program. Part-time employees will be required to work over twenty-four (24) hours to cover off for apprentices during the in-school portion of the program.

Full-time Bakery Department employees will be canvassed through an Opportunity Bulletin to determine who may be interested in becoming a certified baker. Those employees who are interested will be offered the opportunity to write the Baker's certificate exam. Those employees who are unsuccessful and wish to receive upgrading will be offered that opportunity over a period of time. Bakery apprentices will be eligible to apply for bakery job postings. If successful, their rate of pay would be the appropriate percentage of the new position's rate of pay.

Apprentices will have their work and training reviewed by the Training Department, Bakery Specialist and Bakery Manager to ensure compliance with the apprenticeship curriculum.

Yours truly,

Paul Doyle
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #16

July 9, 2015

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 Seniority New Location – Loblaws Conventional – Part Time 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, 2021.

The company agrees that any part-time employees selected for a new location shall transfer to any such location with full seniority providing transfer is made prior to store opening.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #17

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Legal Remedy Third Party – Loblaws Conventional – Full Time Employees

In accordance with the agreement reached during our recent contract negotiations, we wish to set out the following understanding with regards to the subrogation of insurance claims, effective October 16, 1988.

Where an employee is injured and seeks legal remedy from a third party, the Company shall have the right to recover monies paid to the employee by the Company through Weekly Indemnity and/or Long Term Disability payments.

The Company shall request that an employee involved in such a claim sign any documents necessary to facilitate Company recovering such monies paid through Weekly Indemnity and/or Long Term Disability payments.

Yours truly,

Paul Doyle
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #18

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: R.R.S.P. – Loblaws Conventional – All Employees

The Company has agreed to extend the option to purchase Life, Property and Car Insurance and Registered Retirement Savings Plan (R.R.S.P.'s) through payroll deductions.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #19

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Limited Deli Counters Operated by Bakery – Loblaws Conventional – 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, 2021.

The Union has agreed to the installation of limited-size Deli Counters, to be operated by the Bakery Departments, in stores where there are no Service Departments.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #20

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Cash Shortages – Loblaws Conventional – All Employees

Please find outlined below the agreement reached during negotiations in respect to employees' responsibilities in the event of cash shortages and regarding the "handling of cheques".

Employees in the daily or weekly routine of handling cash registers will not be held liable to reimburse the Company for cash shortages arising out of the operating of a cash register.

Employees will not be held liable to reimburse the Company for any loss incurred as the result of cheque cashing if the customer presents a Loblaws "Family" card which is not on the negative listing or which does not appear as a computerized code and the employee has followed the ground rules of the "Family" card cheque cashing procedure.

Employees will not be held liable to reimburse the Company for any loss incurred as the result of cheque cashing if the cheque bears an authorizing signature or the initials of the Store Manager, Assistant Store Manager, Customer Service Manager or other authorized employee. The Company may only authorize for this purpose an employee other than the Store Manager, Assistant Store Manager and Customer Service Manager if no employee in these classifications is present in the store.

The Assistant Store Manager, Customer Service Manager or other employee who is authorized to approve cheques for cashing will not be held liable to reimburse the Company for any loss incurred as a result of cheque cashing if in so authorizing or cashing the cheque he has followed the “ground rules on the cashing of cheques”.

The Company shall inform cashiers individually that they shall not cash cheques unless the customer has a “Family” card which is not on the negative listing or if the customer does not have a “Family” card, the cheques have been properly authorized.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #21

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Uniforms – Loblaws Conventional – All Employees

In accordance with the agreement reached during our recent negotiations, we wish to set out the following understanding:

It is agreed that the following dress code for full-time and part-time male employees and female employees working during customer shopping hours. The purpose of the Dress Code is to establish and maintain a consistent looking neat and tidy appearance of all staff. Where uniforms are currently provided by the Company, employees are expected to wear such uniforms. In the event the Company wishes to provide a partial or complete uniform to employees who are currently not provided for and/or in the event the Company wishes to change the existing uniforms, the Company and the union will meet to review the proposed new uniforms.

Female Employees

1. Smock

Smocks and aprons, as provided, must be worn during store hours. In areas where extreme soiling could occur, e.g. meat preparation area, bakery, produce preparations, a wrap around apron must be worn.

2. Blouses

Blouses or turtlenecks as provided. They are to be worn at all times under the smock.

3. Sweaters

Should employees require sweaters, they must be a fine white, black, grey or burgundy knit sweater and worn under or over the smock.

4. Slacks/Skirts

Slacks/skirts, as provided, must be worn during store hours. Socks must be worn with slacks and nylons with skirts.

5. Hair

Must be clean and neatly combed and conservatively styled. Long Hair must be controlled with tight styling or tied back. Hair nets, as provided, must totally confine the hair and must be worn in the meat, deli and bakery departments, at all times.

6. Name Badges

Must be visible and worn on the front of the left shoulder, at all times. This is part of your uniform.

7. Sanitation

Caps or hair nets, as provided, must be worn in the meat, deli and bakery departments, at all times.

8. Aprons

Aprons, as provided, must be properly worn by all male employee (excluding store managers).

Male Employees

1. Hair

Hair must be clean and be styled so that it does not exceed a moderate length, does not exceed the bottom of the collar and is styled not to exceed a reasonable height from the scalp.

2. Facial Hair

A clean shaven appearance is required, however, facial hair is permissible in the form of a moustache, beard and sideburns. Moustaches, beards and sideburns must be neat, clean, well-groomed and conservative in style.

3. Shirts

Solid colour (excluding black) shirts are to be worn during working hours, with all buttons done up.

4. Ties

A tie must be worn properly at all times.

5. Pants

Bright colour plaids or jogging pants are not allowed. Only black, navy, grey or brown pants or solid shade jeans are acceptable.

6. Name Badges

Must be visible and worn on the front of the left shoulder, at all times. This is part of your uniform.

7. Sanitation

Caps or hair nets, as provided, must be worn in the meat, deli and bakery departments at all times.

8. Aprons

Aprons, as provided, must be properly worn by all male employees (excluding store managers).

For all employees replacement uniforms will be given on an exchange basis only. If uniforms are lost the employee must buy a replacement from the Company.

A committee will be established in each Division to deal with any specific uniform issues.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #22

July 9, 2015

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, 2021.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #23

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Severance Allowance – Loblaws Conventional – 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, 2021.

The Company has agreed to a severance allowance covered by Article 2.05(h) (vii) and for purposes of clarity the intent of the parties is outlined herein.

The severance allowance referred to above is to be over and above any monies payable under the terms of the Employment Standards Act of Ontario. Specifically, the provisions of Section 40(a), Part 4(b) shall not set off the severance allowance covered in 2.05(h) (vii) outlined in the Collective Agreement.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #24

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Incumbent Positions – Loblaws Conventional – Full Time Employees

In accordance with the agreement reached during our Contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2021.

It is agreed that the incumbents to the positions of Decorator, Seafood Manager and Dairy Manager will continue until such time these positions are vacated through attrition.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #25

October 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Photo Lab Technician – Loblaws Conventional – All Employees

In accordance with the agreement reached during our Contract negotiations, we wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement expiring July 1, 2021.

The photo technician will be outside of the bargaining unit, all other employees in the Photo Lab will be within the bargaining unit within a separate seniority department. Any full-time photo technician, who is currently in the bargaining unit, will remain and their seniority will be with the Grocery Produce seniority department.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #26

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Job Security and Contracting Out – Loblaws Conventional/GFS/RCSS – All Employees

The Company agrees to provide a personal assurance of employment to all full time employees who were on the payroll of the Company as of the date of ratification.

The Company agrees to provide a personal assurance of employment to all full time employees (full time meaning full time as of the date of ratification, or those employees who become full time during the term of the agreement), effected due to contracting out or the application of Article 2.04 during the life of this collective agreement.

The Company agrees to provide a personal assurance of employment to all part time employees who were on the payroll as of the date of ratification and who are effected due to contracting out, or the application of Conventional Article 1.01(g), Appendices H & K, Article 2.04 during the life of this collective agreement.

The Company agrees that work presently being performed as bargaining unit work will not be contracted out prior to a discussion of the intended action with the Union. The Company will in such discussions provide the Union with a description of the work that is intended to be contracted out, as well as the reasons for the Company's decision to proceed by way of contracting out.

Yours truly,

Dave Graf

Senior Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #27

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Home Meal Replacement Department – Loblaws Conventional – All Employees

The Company and the Union agree that should the Company decide to implement a Home Meal Replacement department the parties will meet with a view to reach mutually agreeable parameters within which this department will operate.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #28

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Educational LOA – Loblaws Conventional – Part Time Employees

Part time employees who are granted educational leaves will continue to acquire seniority for the period of their leave and the leave will be for the entire school year. They will only be permitted to work during their leave at the following times: Christmas vacation, March break and Reading week.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #29

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Night Crew (Other Departments) – Loblaws Conventional – All Employees

During the term of this Agreement, some additional replenishment and rotation work may be performed outside of store operating hours. This work will be offered within the appropriate department first. If no one volunteers to perform the work, then the Night Crew will perform the work. All shifts on the Night Crew will be either 7 or 8 hours in duration. As an example, in the Deli department if night shift work is required Monday, Wednesday and Friday, and no one volunteers from the Deli department, then the night crew will perform the work. If someone from the Deli department volunteers for the shift they will be scheduled and will work and may possibly finish working in another seniority department.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #30

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Bakery and Meat Department Recall Rights – Loblaws Conventional – Full Time Employees

Once the number of full time employees who have agreed to accept the Voluntary Resignation or Retirement program has been determined, the Company on a one time basis will meet with the Union with a list of stores which are overstaffed in the Bakery and Meat departments. The junior employees in those locations will be offered the bumping procedure as per the store closure language in the Collective Agreement. This would allow individuals to bump the junior most in the municipality and the division. If there is no one junior to be bumped, then the individual will be absorbed in another department within the municipality or division or will be offered the voluntary resignation package. Those employees who are absorbed in another department will maintain recall rights to their former position. They will maintain their union seniority for all purposes under the Collective Agreement. If their rate of pay is greater than the end rate of the department to which they are assigned they will have their wage rate red circled. If they have not reached the end rate, then they shall slot into the new department wage progression. Further, commencing the year following this one time staffing adjustment the Company and the Union shall meet on an annual basis to discuss and resolve with mutual agreement, staffing issues that may have arisen during the previous year.

Yours truly,
Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #31

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Stores Open on Statutory Holiday – Loblaws Conventional – All Employees

In the event that Sunday is legislated to become a regular work day, the parties will meet with a view to amending the Collective Agreement by mutual agreement.

In the event that stores are allowed to legally open on a statutory holiday without premium pay, then the parties will meet with a view to amending the Collective agreement by mutual agreement. Work on these holidays would remain voluntary.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #32

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Meat Department Conversions – Loblaws Conventional – Full Time Employees

We wish to set out the following understanding which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2021.

As part of the meat department conversion, Sixty-five (65) full-time meat department employees were absorbed in other departments. The number of employees was composed of 45 in Toronto division, 9 in Trenton division and 11 in Ottawa division. This was done in accordance with a mutually agreed upon procedure.

The employees who were absorbed in another department will maintain recall rights to a meat position for the life of their employment and will be able to apply for job postings within their new seniority department as well as the meat department.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #33

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #34

July 9, 2015

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 – Loblaws Conventional– All Employees

We wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2021.

Notwithstanding the language of Article 8 of the collective agreement, the Company has found it more cost effective to provide the coverage described in Appendix D; and Articles 1.22, 1.24, 1.25 of Appendix A; 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 D and Articles 1.22, 1.24, 1.25 of Appendix A. The Company and the Union further agree that notwithstanding anything in the collective agreement, all disputes in relation to the coverage described in

Appendix D and Articles 1.22, 1.24, 1.25 of Appendix A, 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #35

July 9, 2015

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 **designated** 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #36

July 9, 2015

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, 2021.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 37

**SICK PAY LETTER OF APPENDICES
“H” AND “K”**

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #38

July 9, 2015

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 RCSS – Loblaws Conventional/RCSS – All Employees

All employees affected by the opening of a new Loblaws Real Canadian Superstore (RCSS) and a related closure of a conventional store will have the following 4 options in addition to their bumping rights under the terms of the conventional store collective agreement.

Option #1- Transfer to Real Canadian Superstore

A full time employee who transfers to Loblaws Real Canadian Superstore will receive a payment of 3 week's pay per year of completed service as of the date of transfer to a maximum of \$75,000. No full time employee will receive less than \$10,000.00.

A part time employee who transfers to Loblaws Real Canadian Superstore 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. This will also apply to those part time employees who are still employed and have converted to RCSS who at the time of conversion were impacted by the \$10,000 maximum in place prior to October 15, 2006. 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 who is hired into a Full time bargaining unit position at the time of conversion to a Real Canadian Superstore will be eligible for the part time buy-down.

An employee who transfers will slot into the applicable Loblaws Real Canadian Super 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 Real Canadian Super Store wage progression, they will slot into the end rate of the Loblaws Real Canadian Super Store 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 Real Canadian Superstore 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 Real Canadian Superstore, an employee may choose to do so on a trial basis. Such an employee will retain the options of returning to the conventional store agreement, electing to take a "Buy-out" (Option # 2, below) or electing to take the Early Retirement Offer if eligible (Option # 4, below) for 6 months from the date of transfer. The amount of their transfer package, buy-out or Early Retirement Offer, as the case may be, will be calculated as of the date of the transfer to the Loblaws Real Canadian Superstore. 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, accept the buy-out option or accept the Early Retirement Offer, as the case may be. An employee who does not make an election in writing prior to the end of the six 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 six month period will be absorbed in a conventional store within their Seniority Division (as set out in Appendix "B") at their former rate of pay and position. 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.

Supplementary Transfer Right for Department Manager

Employees whose transfer option was to a non-union position (i.e. a Department Manager position) will have the option of filling a lower rated position within their department in the RCSS store, provided there is a vacancy in such a position after all bumps by all affected employees in the department have been exhausted.

If a full time Department Manager decides that they do not wish to transfer to the Department Manager's position in RCSS, a unionized position on the same shift will be offered within the RCSS Store.

Any employee who transfers to a Loblaws Real Canadian Superstore from a Loblaw Supermarkets Limited store shall maintain their bargaining unit seniority date, company service date, pension plan and personal assurance of employment where applicable. All other terms and conditions of employment shall be governed by Appendices "B", "E", "H", "I", "J", "M" and "N" of this Agreement and Letters of Understanding Nos. 1, 5, 8, 10, 12, 22, 26, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, and 76.

The benefits of employees who accept the transfer to Loblaws Real Canadian Superstore (RCSS) will be the benefits provided for in the Loblaws RCSS appendix "J".

Part Time Benefits Upon Conversion to Superstore

The benefits of employees who accept a buy-down to the Superstore terms will be the benefits provided for in the 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 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 hours qualifiers.

Option #2- Buy-out

A full time employee who wishes to sever their employment will receive a payment of 4 week's pay per year of completed service as of the date of transfer 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 4 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.

Option #3- Supplementary Bumping Rights

An employee may elect to exercise whatever bumping rights they have under the terms of the conventional store agreement. 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 are 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 or part 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 traveled by the employee, the employee will be given a 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 counseling 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.

Option #4- Early Retirement Offer

The Employer will make an early retirement offer to all employees affected by the opening of an RCSS store and a related closure of a conventional store, or by the conversion of the conventional store into a Loblaws RCSS. 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 4 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, 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, and slot into the end rate of pay for part time. They will not be eligible for future full time employment and will not be eligible for any additional pension entitlement by virtue of that part time employment.

General

Where a full time employee is absorbed in a store and this results in a part time employee(s) being scheduled for no hours for a four (4) consecutive week period, they will be offered the option to transfer to the Loblaws Real Canadian Superstore which triggered the absorption and be given the transfer package outlined above in Option # 1 or they may elect to exercise their bump under the conventional store agreement.

Any employee who is bumped by an affected employee shall have the options outlined in Options 1, 2, 3 and 4 (where applicable) made available to them. These rights pass along with any further bumps.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for Options 1, 2, 3 and 4. 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 under any Option chosen by the employee 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 3, the employee's home ownership/renter status shall be determined as of the date of the closure, but the employee's bump shall be done as of the date of return to work.

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

For the purpose of this letter, the calculation of a 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.

*Loblaws Supermarkets Limited Full time and Part time
Transfer Options in connection with
Letter of Understanding # 38 Option #1.*

Current Full time Position	Loblaws RCSS Job Offer
Grocery Mgr Vol. # 5	Non Union Grocery Mgr.
Grocery Mgr Vol. # 3	Assistant Grocery Dept.Mgr
Produce Manager Vol. # 5	Non Union Produce Mgr.
Produce Manager Vol. # 3	Assistant Produce Dept Mgr
Meat Manager	Non Union Meat Mgr.
Assistant Meat Mgr.	Assistant Meat Dept. Mgr.
Service Mgr.	Non Union Service Dept. Mgr.
Bakery Mgr.	Non Union Bakery Dept. Mgr.
Assistant Bakery Mgr.	Assistant Bakery Dept. Mgr.
Lead Hand Baker Nights	Baker
Customer Service Mgr.	Non Union Customer Service Mgr.
Bookkeeper	Bookkeeper.
Back-up Bookkeeper	Back up Bookkeeper
Floral Mgr.	Non Union Floral Mgr.
Receiver (Days)	Receiver
Receiver (Nights)	Receiver (Nights)
Night Crew Chief	Assistant Night Mgr.
Grocery-Produce Clerk	Grocery-Produce Clerk
Grocery-Produce Clerk (Nights)	Grocery- Produce Clerk (Nights)
Analyst	Analyst
Baker, Baker Decorator	Baker (Scratch)
Baker/Decorator	Baker (Scratch)
Baker, Baker Decorator (Nights)	Baker (Scratch) (Nights)
Baker/Decorator (Nights)	Baker (Scratch) (Nights)
Meat Cutter	Meat Cutter
Meat Cutter (Nights)	Meat Cutter (Nights)
Cashier	Cashier

Service Clerk	Service Clerk
Meat Clerk	Meat Clerk
Bakery Service Clerk	Bakery Service Clerk
Grocery- Produce Clerk	Grocery-Produce Clerk
General Merchandise Clerk	Grocery-Produce Clerk or DSTM Clerk (employee's choice of position)
Pharmacy Assistant	Pharmacy Assistant

Current Part time Position

Cashier	Cashier
Service Clerk	Service Clerk
Meat Clerk	Meat Clerk
Bakery Clerk	Bakery Clerk
Grocery-Produce Clerk	Grocery-Produce Clerk
General Merchandise Clerk	Offer a position in the Grocery / Produce Dept.
Front end Service Clerk	Front end Service Clerk
Photo Lab Clerk	Grocery-Produce Clerk or DSTM Clerk (employees choice of position)

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

Existing eligible full time conventional employees who convert to RCSS will maintain their retiree benefits. It is understood that those full time employees who have already converted to an RCSS location will now be eligible for the retiree benefits when they retire. 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 RCSS will be grandfathered for dependent drug coverage provided they meet the hours qualifier at RCSS. The Company will look at affected employees in stores which have converted to RCSS and those individuals who qualified in conventional at the time of conversion

shall be granted dependent coverage from the date of ratification. Ongoing eligibility will be based on meeting the hours qualifier.

Existing RCSS part time employees will be covered for dependent drug coverage provided they meet the qualifiers.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #39

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #40

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #41

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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.

Within 3 months of the date of ratification, the Union and the Company shall meet to discuss the job posting process.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #42

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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 “I” 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 **as per Company Policy, but in no event less than 42** 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #43

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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.

Where a call-in for a part time employee would result in daily overtime as defined in 8.01 (a), all call-in hours will be paid at the regular rates of pay. However, should the total number of hours worked in a week exceed forty (40) hours, then applicable over time rates of pay shall apply. For clarity, should a call-in shift cause the employee to exceed forty (40) hours for the week, the Employer may refrain from offering the call-in to the

employee until it first offers the shift to those employees who would not as a result exceed forty (40) hours in a week.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #44

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

The Parties agree that this letter shall be held in abeyance for the term of the Collective Agreement expiring July 1, 2021. Should the Parties mutually wish to re-instate this letter, they agree to meet and discuss such re-instatement.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #45

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Dues, Assessments 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, **assessments** and initiation reports will be provided in **an electronic format acceptable to the Company and the Union.**

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #46

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #47

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Early Retirement Offer (2004) – Loblaws Conventional – All Employees

Full time and part time employees who will be age 55 or over as of March 31, 2004 will be offered an early retirement package. The package will be based on 4 weeks pay per year of completed service as of their date of retirement, to a maximum of \$75,000 for full time and \$10,000 for part time or the equivalent of salary continuation until age 65, whichever is the lesser. The Company reserves the right to limit the number of employees who will be eligible to retire from the business and manage the timing of their departure, provided there is no prejudice to an employee's pension entitlement.

Employees who are absent from work due to sickness, disability, maternity leave or parental leave are eligible for the Early Retirement Offer (ERO). Such an employee may elect:

- i) to have their ERO option held in abeyance pending their return to work; or
- ii) to exercise their ERO option at any point during their absence.

It is understood that any payment owing under the ERO option shall be calculated as of March 31, 2004.

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

Eligible employees as defined above who retired in 2003 prior to this offer being extended will be offered the package outlined above.

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

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #48

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #49

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Oxford Street – Loblaws Conventional/RCSS – All Employees

This will confirm that the Loblaws Real Canadian Superstore appendix shall apply at 1201 Oxford Street in London, Ontario, following its rebuild from a Loblaws store into a Loblaws Real Canadian Superstore.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 50

July 9, 2015

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/RCSS – Full Time / Part-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.

Student opticians/interns (like Pharmacy Assistants) are included in the bargaining unit and they may be scheduled on a temporary basis between stores. They will be paid mileage allowance in accordance with the collective agreement.

Student Opticians/Intern will be paid according to the part time clerk rate or the full time clerk rate as applicable.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #51

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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 discontinue the year end stat pay comparison and payment in Loblaws, Loblaws Great Food, and RCSS effective Labour Day 2015.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #52

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #53

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Scheduling and STAS – 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.

STAS:

The Company undertakes to provide **STAS and exceptions reports** to the union steward / **Union Area Representative** upon request when investigating an employee's grievance.

Yours truly,

Dave Graf

Senior Vice-President, Labour Relations

LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #54

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Pay Equity – Loblaws LSL / LGF / RCSS – All Employees

The Parties agree to comply with the Pay Equity Act and review on a periodic basis (including posting the plan). Up to two (2) employees involved in the review will be paid for lost time at their regular rate of pay.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #55

July 9, 2015

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 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.

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 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 56

July 9, 2015

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 **hired before July 1** are entitled to two (2) fully paid personal leave days. **Those full time employees hired after July 1 are entitled to one (1) fully paid personal leave day in the first calendar year of becoming full time.**

Where practical, employees will provide notice one (1) week prior to the schedule being posted.

These days will be paid out at the end of each year if not taken.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #57

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #58

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Initial Staffing RCSS – Loblaws Conventional/RCSS – All Employees

This will confirm our agreement that:

1. With respect to the initial staffing of a “new” Loblaws Real Canadian Superstore (one which is not subject to Letter of Understanding #38), notwithstanding any other provision in the collective agreement, the Employer may staff the store by offering full time employment to staff from conventional stores prior to transferring or promoting full time employees or promoting part time employees from within Loblaws Real Canadian Superstores.
2. With respect to the initial staffing of a “replacement” Loblaws Real Canadian Superstore, subject to Letter of Understanding # 38, but notwithstanding any other provision of the collective agreement, the Employer may staff the store by offering full time employment from conventional stores prior to transferring or promoting full time employees or promoting part time employees from within Loblaws Real Canadian Superstores, 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 Real Canadian Superstores pursuant to Letter of Understanding # 38. 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 # 38. 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 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 a Loblaws Real Canadian Superstore will be eligible for Option #1 outlined in Letter of Understanding #38, as will a Department Manager from a conventional store hired into a non-bargaining unit Department Manager position at a Loblaws Real Canadian Superstore.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #59

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #60

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Optical Department – Loblaws Conventional – All Employees

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

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #61

July 10, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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.

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 Loblaws 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 Loblaws Great Food Store will be offered the same salaried unionized department manager position in The Loblaws Great Food Store.

Other Provisions

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

Option #2- Transfer to the 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 Loblaw's 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 Loblaw's 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 Canadian 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 Loblaws Great Food Store terms will be the benefits provided for in the Loblaws 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 Loblaws 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 Loblaws 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 12weeks 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 and #2

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

Current Full time Position

The Great Food Store

Job Offer

Grocery Mgr Vol. # 5

Grocery Mgr.

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
Service Clerk	Service Clerk
Meat Clerk	Meat Clerk
Bakery Service Clerk	Bakery Service Clerk
Grocery Clerk	Grocery Clerk
Produce Clerk	Produce Clerk
General Merchandise Clerk	Grocery or Produce Clerk
Pharmacy Assistant	Pharmacy Assistant

Current Part time Position

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

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

Existing eligible full time conventional employees who 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #62

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #63

July 9, 2015

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.

Effective July 1, 2020 the Company agrees to provide an additional two (\$0.02) cents per hour.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #64

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Rd.
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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 65

July 9, 2015

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, 2021.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 66

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #67

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Back to Best – Loblaws Conventional – All Employees

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

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

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

- 4) For the time that the 94 incumbents have been in Back to Best positions, they shall be credited with normal full-time seniority from the time that they commenced in these positions, except that

when an incumbent who went directly from part-time to a Back to Best position is being compared in consideration for one of the 23 Regular postings with an employee who had greater seniority at the time the incumbent went into the Back to Best position, the incumbent shall be deemed for this purpose only to have accrued part-time seniority while in the Back to Best position.

- 5) In the event that an incumbent of the 94 Back to Best positions is not awarded one of the 94 posted, he or she may if otherwise entitled bump into a compressed position but may not bump into a Regular position. In the event that such an employee does not bump into a compressed position, he or she will be absorbed into an additional newly created compressed position. The Company shall not be obligated to create more than four (4) new compressed positions for the purpose of absorption.
- 6) In the event that the Company is required to create more than 71 compressed positions any additional positions shall be counted towards the Company's commitment to create new full time positions under the renewal terms of the collective agreement.
- 7) All positions filled in accordance with this letter of Understanding shall be under the full time wage progressions applicable to full time employees hired prior to the date of ratification

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #68

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #69

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #70

July 9, 2015

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, and 175/633 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #71

July 9, 2015

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.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 72

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #73

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 74

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED

LETTER OF UNDERSTANDING # 75

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 76

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 77

July 9, 2015

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING # 78

July 9, 2015

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 term 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, **this classification shall be paid in accordance with the Assistant Manager rates outlined in Article 14.01 (a).**
 - 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 positions on “Nights” as contemplated under the Great Canadian Food Store appendices of the Collective Agreement shall be entitled 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 those kitchen classifications except 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.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #80

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers

Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Scheduling Pilot – Loblaws Conventional / RCSS/ GFS – Part time Employees

The Parties agree to pilot a two (2) week rolling schedule for a period of 8-12 months. At the conclusion of the 8 months, the Parties agree to meet and discuss the rolling 2 weeks schedules. It is understood that the scheduling for these stores will revert back to the previous form of scheduling, unless there is mutual agreement to continue with 2 week rolling schedules.

Test Projects:

The Company and the Union agree that they may enter into future test projects.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #81

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Provincial Minimum Wage – Loblaws Conventional / RCSS/ GFS – Part time Employees

In the event the minimum wage goes above the part time clerk end rate of pay, then the gap from the end rate to the minimum wage rate prior to the increase in minimum wage will be maintained for the life of the agreement.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #82

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Click and Collect – RCSS/ GFS – All Employees

Whereas the Company has expressed its desire to open a new department called Click and Collect under the terms of the collective agreement covering Loblaws Great Food and RCSS Appendices.

And whereas the Company has indicated that this unique and non-traditional department will require a number of new operating conditions within the Loblaws Great Food and RCSS Appendices.

The Company may exclude a Department Manager position (only applies to Loblaws Great Food) during the first 24 months of roll-out which will conclude on March 25, 2017.

Click and Collect Unionized Salaried Department Managers will be paid in accordance with the Natural Value, Bookkeeper, Seafood and Floral Manager Salary scale.

A new job classification shall be created; Personal Shopper. Full time and Part time Personal shoppers shall be paid according the applicable Clerk wage scales.

Any movement of employees either Full and / or Part time into Click and Collect to perform work as a Personal Shopper will be selected by seniority provided they meet the ability and qualification requirements of the E-commerce business, which will include

exceptional customer service and interpersonal skills and efficiency and demonstrate a care and concern for shopping as if they were shopping for their own family. If an employee faces layoff and is not permitted to bump into Click and Collect they will be absorbed elsewhere in the bargaining unit.

In the event there is insufficient work within the Click and Collect department during an employee's shift, they may be redeployed as an over and above in the Grocery-Produce seniority department as the preferred department, and where this is not practicable, elsewhere in the store. This work will not cause the cancellation of scheduled hours, nor will it impact on call in shifts that otherwise would have been replaced.

Click and Collect shall be a subset of the Grocery- Produce seniority department, (the employees of the Click and Collect department will appear on a separate work schedule), but employees shall be able to select click and collect customer orders throughout the store in order to fulfil customer orders, though this will not have an adverse impact upon existing bargaining unit employees. For example, a click and collect customer has ordered a box of Cheerios, none is on the shelf, but there is inventory on hand. The Click and collect employee will replenish the Cheerios (to a maximum of one case), in order to fulfil the click and collect customers' order. An example of an activity that a click and collect employee will not be performing; is the slicing of deli product, cutting of meat or decorating a cake. The click and collect employee will only retrieve the prepared deli, meat or bakery product as the case may be, from the various service departments once the production for the order is completed as if they were a customer.

In the event of a Click and Collect department closure the applicable closure language in each of the Appendices would apply.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #83

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: “Conventional” Agreement in abeyance – Loblaws Conventional – All Employees

The Parties recognize that the “Conventional” Agreement covering Loblaws Supermarkets Limited, Supercentre, Loblaws Supermarkets Limited No Frills, Loblaws Supermarkets Limited Free-standing Ziggy stores in Ontario continues to exist. However, it is understood that, other than for employees who have opted to maintain their Conventional Economic Terms under LOU #61(GCFS), the Conventional Agreement has no application to any of the Company’s stores (except for the “Appendices” for what are termed either “Great Canadian Food Stores” or “Real Canadian Superstores”) and remains in abeyance until such time as the Parties may otherwise agree.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #84

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Removal Great Food Signage – Loblaws GFS – All Employees

The Company will not commence the removal of the “Great Food” signage from any of the current Great Food stores prior to July 2016, the exception being, those stores which undergo a significant renovation between January 2016 and June 30, 2016.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #85

July 9, 2015

Ms. Pearl Sawyer
President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

Re: Pay Equity – Loblaws Conventional / GFS / RCSS – All Employees

The Parties agree to comply with the Pay Equity Act and review on a periodic basis (including posting the plan). Up to two (2) employees involved in the review will be paid for lost time at their regular rate of pay.

Yours truly,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF AGREEMENT #1

July 26, 2013

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 Appointed to Full Time Position- GFS – All Employees

In resolution of an outstanding issue between the Company and the Union regarding the inclusion of Article 8.08 in the Job Posting section of the Great Foods Appendix (Appendix K), the parties agree that the language will be included in the Great Foods Appendix and will be applied as follows if a posted position or full-time opportunity has qualified applicants from both appointed position(s) and non-appointed position(s):

1st Qualifier

If the total length of service (PT and FT) of the top applicant in an appointed position is greater than the total length of service (PT and FT) of the top applicant in a non appointed position then the selection process will move to the 2nd qualifier. If the top applicant in a non appointed position has a greater total length of service then they would be awarded the posted position or full time opportunity.

Examples

1. Top applicant in an appointed position –10yrs PT+16yrs FT in the appointed position.

Top applicant in a non appointed position-35yrs PT+0yrs FT

The applicant in the non appointed position would be awarded the posted position or full-time opportunity based on the fact that they have a greater total length of service than the applicant in the appointed position.

1. Top applicant in an appointed position - 0yrs PT+5yrs FT in the appointed position

Top applicant in a non appointed position – 10yrs PT+1yr FT

The applicant in the non appointed position would be awarded the posted position or full time opportunity based on the fact that they have a greater total length of service than the applicant in the appointed position.

2nd Qualifier (required only if the 1st qualifier is met)

If the length of FT service of the top applicant in the appointed position is less than the length of FT service of the top applicant in the non appointed position, the posted position or full time opportunity will be awarded to the top applicant in the non appointed position. Otherwise, the posted position or full time opportunity will be awarded to the top applicant in the appointed position.

Examples

1. Top applicant in an appointed position – 28yrs PT+ 5yrs FT in the appointed position

Top applicant in a non appointed position – 5yrsPT +6yrs FT

The applicant in the non appointed position would be awarded the posted position or full time opportunity based on the fact that they have been FT longer than the applicant that was in the appointed position.

1. Top applicant in an appointed position-28yrsPT+5yrs FT in the appointed position

Top applicant in a non appointed position-5yrsPT+1yr FT

The applicant in the appointed position would be awarded the posted position or full time opportunity based on the fact that they have both a greater total length of service as well as they have been in the FT appointed position longer than the non appointed applicant has been FT.

If the top 2 applicants for the posted position or full time opportunity have the same FT service, then overall service would be the determining factor.

Example

Top applicant in an appointed position – 28yrs PT+5yrs,2days FT in appointed position

Top applicant in a non appointed position-6yrs PT+5yrs,2days FT

The applicant in the appointed position would be awarded the posted position or full time opportunity based on the fact that they have a greater total length of service than the applicant in the non appointed position.

It is understood that the awarding of the posted position or the full time opportunity is subject to the Articles outlined in the Job Posting Clause. The reference to “top applicant” in this document is deemed to be the most senior applicant after following the Job Posting Clause.

This resolution shall apply from the date of signing until the expiry of this collective agreement.

Pearl Sawyer
For the Union

Dave Graf
For the Company

LETTER OF AGREEMENT #2

July 9, 2015

Ms. Pearl Sawyer

President
United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

**Re: Company Recognition of the Need for Change – Relationship Building Program -
RCSS/ GFS – All Employees**

The Company and the Union have agreed to participate in the Ontario Ministry of Labour facilitated and sponsored program entitled Relationship Building Program (RBP).

Immediately upon ratification of the collective agreement the Ministry of Labour (MOL) will contact the Parties to commence the relationship building program.

The purpose of this program will be for the Company and the Union and their members to listen to each other's concerns / issues with a view to improving communications and relationships.

The Union participants will be represented by members (voluntary sign-up), stewards, Divisional officers (1000A only) and staff representatives and Senior representatives of the Company and the Union will actively participate in this process.

For clarity, Store Managers, Assistant Store Managers and District Managers will be required to participate.

The frequency of meetings will be determined by the Parties. Time for attendance of members and the cost of MOL staff and meeting rooms will be paid for by the Company.

Yours truly,

Mark Wilson
Executive Vice-President, Human Resources and Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

Derrick Pittman
Vice-President, Store Operatoins
LOBLAWS SUPERMARKETS LIMITED

MEMORANDUM OF AGREEMENT #1

March 30, 2012

Ms. Pearl Sawyer
President

United Food and Commercial Workers
Canada, Local 1000A
70 Creditview Road
Woodbridge, Ontario
L4L 9N4

Dear Ms. Sawyer:

**Re: Memorandum of Agreement dated March 30, 2012 re: SWAT Crew – Loblaws
Conventional / GFS / RCSS – All Employees**

Whereas the Employer has expressed its desire to operate what is called a “SWAT Team” and what was previously known as a “Refurbishing Crew”, under the terms of the Loblaws Supermarkets Ltd. Collective Agreement and The Real Canadian Superstore (“RCSS”) and The Great Canadian Food Store (“GFS”) appendices of the Collective Agreement;

And Whereas no “SWAT Team” presently exists or is in operation under the terms of the Loblaws RCSS and GFS Appendices of the Collective Agreement;

And Whereas the Employer and the Union wish to set out the following understanding which shall be in effect for the life of the Collective Agreement expiring July 1, 2021;

Now Therefore the following is agreed:

1. Where employee(s) are hired on to the SWAT Team from the UFCW 1000A bargaining unit, said employee(s) shall continue to be members of the bargaining unit and shall be placed on a Leave of Absence (“LOA”) from their home store (the store from which they came) while employed on the SWAT TEAM, and;
 - (a) The Employer shall deduct and remit weekly employee dues to the Union;
 - (b) The employee(s) shall continue to accrue bargaining unit seniority;
 - (c) The employee(s) will at a minimum maintain their then current rate of pay prior to joining the SWAT Team and shall be eligible for wage increases or lump sum payments

pursuant to the terms set out in the RCSS / GFs Appendices or LSL Collective Agreement where applicable;

- (d) The employee(s) will at a minimum maintain their then current vacation entitlements prior to joining the SWAT Team and shall continue to accrue vacation entitlement(s) pursuant to the terms set out in the RCSS / GFS Appendices or LSL Collective Agreement where applicable;
 - (e) Where an employee(s) is a member of the pension and other defined benefits plans as outlined in their respective pension plan documents and benefit plan documents under the RCSS/GFS Appendices or LSL Collective Agreement if applicable, the Employer shall ensure that pension contributions are made to the employee's plan in accordance with the applicable plan text while the employee is employed on the SWAT Team. The only commitment being made is with respect to the contributions to be made by the Employer to the pension and benefit plans as they are set out in the RCSS/GFS Appendices or LSL Collective Agreement if applicable. Nothing in the provisions contained in this paragraph herein, shall preclude employees from accessing or qualifying for benefits entitlements as set out in the benefits plans in the RCSS / GFS Appendices or LSL Collective agreement if applicable;
 - (f) All other terms and conditions of employment for the SWAT Team shall be at the sole discretion of the Employer unless otherwise prescribed herein;
 - (g) When an employee returns from the SWAT Team, the employee's LOA will be deemed to have ended, and he/she will return to their former position and status (full-time or part-time as applicable), in their home store. For clarity, hours worked on the SWAT TEAM shall be credited solely for purposes of an employee's wage progression and hours worked under their respective collective agreement and appendices if applicable.
2. The Employer may, at its sole discretion, remove an employee from the SWAT Team and return them to their home store in accordance with the provisions of paragraph 1 (g) contained herein.
 3. In the event an employee hired on to the SWAT Team from the 1000A bargaining unit is subject to a disciplinary proceeding, and if it is discipline that will form part of his/her work record or lead to termination of employment, a Union Steward or Union Area Rep

shall be present at such proceedings and the Union shall have recourse to the grievance / arbitration procedure. For clarity, all terms of the Collective agreement save and except for those solely dealing with formal discipline, shall not be subject to the grievance / arbitration procedure.

4. The Employer shall provide right of first refusal, in order of seniority, to the following bargaining unit employees with respect to accepting SWAT Team positions as they arise:
 - a. Joe Campbell
 - b. Brandon Sabadi
 - c. Jamie Hogel
 - d. John McNiece
 - e. Jeff Dyckoff

In the event the SWAT Team commences work in 1000A stores, and these employees are performing SWAT work in non 1000A stores, the Employer shall provide the right of first refusal, in order of seniority, to these five employees with respect to the 1000A store SWAT work, provided said employees have completed any non-1000A SWAT work assignment currently being performed. For clarity, the Employer will take into consideration the Union's preference that 1000A employees be assigned to perform work in 1000A stores and shall endeavour to re-assign said employee(s) provided that it is in the best interests of the Company and not a disruption to the work already being performed.

5. For the term of this Memorandum, the Employer commits to maintain a minimum of 5 members of the UFCW 1000A bargaining unit, inclusive of individuals set out in article 4 a-e above, provided that this minimum number of the UFCW 1000A bargaining unit members apply for the positions on SWAT.
6. Employees who are not members of the bargaining unit may perform SWAT work in 1000A stores.
7. No provision of this Agreement shall be construed as being determinative of the Employer's right to contract in or out of SWAT team work and this Agreement is without precedent or prejudice to the position or rights of either party in respect of that issue.

For greater clarity, the Union understands that the Employer's position is that the Employer has the right to contract in or out SWAT Team work, and the Employer understands that the Union's position is that the Employer does not have the right to contract out SWAT Team work; both parties reserve all their respective rights in respect of these positions for the life of the collective agreement.

8. This Memorandum of Agreement supersedes and replaces any previous agreement(s) (whether they are without prejudice or precedent, verbal or based on an alleged past practice). This Memorandum of Settlement is to be read and interpreted as an entire agreement and none of the above provisions shall be severable or relied upon in isolation.
9. Should an issue involving the interpretation or application of this Memorandum of Agreement arise, the Employer (Mark Oliveira) and the Union (Paul Docherty) shall meet to discuss and attempt resolution.

MAINTAIN ECONOMIC TERMS

The provisions contained herein do not form part of the collective agreement. The provisions provide a point of reference for those full time and part time employees who maintained their economic terms in accordance with Letter of Understanding of Understanding # 61 in the collective agreement.

Full Time

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

ARTICLE 7 - VACATIONS

7.01 Employees who joined the Company after May 1st and have been employed for less than one (1) year shall receive Vacation with Pay during the following year on the following basis:

<u>Date of Employment Between:</u>	<u>Vacation with Full Pay</u>
Mar. 16 (current year) - Apr. 15 (current year)	1 day
Feb. 16 (current year) - Mar. 15 (current year)	2 days
Jan. 16 (current year) - Feb. 15 (current year)	3 days
Dec. 16 (previous year) - Jan. 15 (current year)	4 days
Sept. 16 (previous year) - Dec. 15 (previous year)	1 week
Aug. 16 (previous year) - Sept. 15 (previous year)	1 week plus 1 day
July 16 (previous year) - Aug. 15 (previous year)	1 week plus 2 days
June 16 (previous year) - July 15 (previous year)	1 week plus 3 days
May 16 (previous year) - June 15 (previous year)	1 week plus 4 days
May 1 (previous year) - May 15 (previous year)	2 weeks
Prior to May 1 (previous year)	2 weeks

7.02 Vacation with pay will be calculated on each year of service ending by September 30th.

7.03 Employees who have been employed by the Company for more than one (1) year but less than five (5) years shall be entitled to two (2) weeks' vacation with pay.

7.04 Employees who have been employed by the Company for more than five (5) years shall be entitled to three (3) weeks' vacation with pay.

7.05 Employees who have been employed by the Company for a period of nine (9) years or more shall be entitled to four (4) weeks' vacation with pay.

7.06 (a) Employees who have been employed by the Company for a period of sixteen (16) years or more shall be entitled to five (5) weeks' vacation with pay. One (1) of these five (5) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the employee.

(b) Employees who have been employed by the Company for a period of twenty-five (25) years or more shall be entitled to six (6) weeks' vacation with pay. Two (2) of these six (6) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the employee.

(c) Employees who have been employed by the Company for a period of thirty (30) years or more shall be entitled to seven (7) weeks' vacation with pay. Three (3) of these seven (7) weeks shall be taken during the months of January to April inclusive at a time mutually agreed upon between the Company and the Employee.

(d) Employees may request their fifth (5th), sixth (6th) and seventh (7th) weeks of vacation outside of the period referred to above in the event that they have special vacation plans, provided the Company is so notified prior to February 15th each year. The Company agrees that permission to take this week(s) of vacation in these circumstances will not be unreasonably withheld.

7.07 The vacation allowances referred to in this Article will be calculated as follows:-

An employee who has been employed for less than twelve (12) months shall receive vacation pay based on an amount equal to his entitlement as set forth in paragraph 7.01 or the percentage of his total pay to which he is entitled, in accordance with the provisions of the Current Employment Standards Act, whichever is the greater.

An employee who has been employed for more than twelve (12) months shall receive vacation pay based on an amount equal to his entitlement as set forth in paragraph 7.01 or 4% of his total earnings in the previous calendar year as defined below, whichever is the greater.

An employee entitled to two (2), three (3), four (4), five (5), six (6), or seven (7) weeks of vacation will receive two (2), three (3), four (4), five (5), six (6) or seven (7) weeks' pay respectively, calculated at his normal rate per hour at the time he goes on vacation or 4%, 6%, 8%, 10%, 12% or 14% respectively of his total earnings in the previous calendar year as defined below, whichever is the greater.

For purposes of clarity, the percentage payment referred throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's T4 Form and T4A Form.

7.08 Vacations are not cumulative nor can they be carried over from year to year. Employees are requested to take no more than two (2) weeks of their vacation during July and August. Arrangements may be made mutually between the Company and the employees to take care of special circumstances. All vacations start on Sunday and the time is counted from there without a break. Sundays are included in the count of days off and are to be considered. Full weeks will be paid to a person going on vacation in advance. Fractions of a week will be held until the person returns to work and the balance of the workweek combined to make one

pay. Employees will be given preference in respect of the time of taking their vacation where possible, according to seniority in their particular store and no employee will be allowed to work during any of his vacation period.

7.09 An employee with less than one (1) year's service, whose employment with the Company is terminated for any reason, shall receive vacation pay in accordance with the Current "EMPLOYMENT STANDARDS ACT". An employee with more than one (1) year's service and less than five (5) years' service, whose employment with the Company is terminated for any reason shall receive two-twelfths (2/12) of a standard week's pay for each completed month of service since the end of his last vacation year or 4% of the total pay of the employee in the current vacation year up to and including his date of termination. Employees with over five (5) years' service shall receive three-twelfths (3/12) or 6% on the above basis and those with over nine (9) years' service shall receive four-twelfths (4/12) or 8% on the same basis. Employees with over sixteen (16) years' service, whose employment with the Company is terminated for any reason, shall receive five-twelfths (5/12) or 10% on the same basis. Employees with twenty-five (25) years' service or over, whose employment with the Company is terminated for any reason shall receive six-twelfths (6/12) or 12% on the same basis.

Employees with thirty (30) years' service or over, whose employment with the Company is terminated for any reason shall receive seven-twelfths (7/12) or 14% on the same basis. In each case, the employee will be paid the greater of the appropriate amount of a standard week's pay or the percentage figure.

7.10 When a legal holiday as defined in Article 6 occurs during the 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 the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.

(b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year.

(c) If the day prior to or succeeding the vacation period cannot be given and the employee does not wish to take it at a later date, he would then receive an extra day's pay.

(d) Arrangements under this section are to be completed prior to the commencement of the vacation period.

7.11 Where an employee is absent on lay-off or on leave of absence (which shall not include absence due to sickness, pregnancy leave, accident or compensation) and such absence is for a period longer than one (1) month then his vacation benefits shall be paid on a pro rata basis.

When an employee is absent due to sickness, accident, compensation or pregnancy leave for less than one (1) year, he shall be paid his vacation pay in accordance with paragraphs 7.01, 7.03, 7.04, 7.05 and 7.06 of this Agreement. When an employee has been absent from work for any reason for more than one (1) year (more than 15 months for pregnancy leave), they shall not be entitled to vacation pay.

7.12 The vacation schedule shall be posted by April 1st of each year and the Company shall not change the vacation period of any employee unless unforeseen circumstances arise which necessitate a change. The vacation period shall be from April to August inclusive. Employees may request their vacations outside of this period and permission to do so will not be unreasonably withheld.

7.13 An employee who becomes disabled and who is eligible for Weekly Indemnity benefits while on vacation, including the first three (3) days of sickness (if applicable), shall revert to Weekly Indemnity benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Company and the employee.

7.14 Vacations granted to employees, where the percentage has no application, will be paid at the employee's base rate which is in effect at the time the employee goes on vacation, with each week's pay being calculated at thirty-seven (37) times the employee's base rate per hour or in the case of part weeks, each day being calculated at eight (8) hours, times the employee's base rate per hour.

7.15 The Company has agreed that in the year of an employee's retirement they shall be eligible to receive their normal vacation entitlement and in addition shall receive the appropriate percentage entitlement from January 1st to the date of retirement.

7.16 Vacation pay shall be paid on a separate cheque.

ARTICLE 8 - WELFARE, INSURANCE AND PENSION BENEFITS

8.01 For the duration of this Agreement, the Welfare and Insurance Benefits Program shall be that set out in Appendix "D" and is hereinafter referred to as the "Program".

8.02 The coverage's described in Appendix "D" shall be provided under Group Insurance contracts obtained by the Company from an insurer or insurers of the Company's choice. If it is not possible to purchase insurance meeting all of the requirements of the Program, the Company agrees that it will meet with the Union to discuss and reach a mutually agreed upon equitable solution to the problem.

8.03 The Company will pay the full insurance premiums for the applicable coverage in accordance with the terms of the Program. The Company, by payment of these premiums, shall be relieved of any further liability with respect to the benefits of the Program. The Company shall receive and retain any surplus, credits or refunds under whatever name arising

out of the Program.

8.04 The Company shall arrange for the administration of the Program, subject to its provisions. The Company shall be under no obligation by reason of the Program except in good faith to endeavor to obtain its coverage's and to fulfill any other obligations specifically required in this Article 8 or in the Program.

8.05 Disputes or differences between participants and the Insurance Companies or between participants and the Company, shall be subject to the grievance and arbitration provisions of this Agreement.

8.06 The Insurance benefits outlined in Appendix "D" shall become effective on the date of ratification of the Agreement with respect to employees then at work and on the first day worked thereafter with respect to other employees.

8.07 The Company will provide Pension and related benefits for employees in the amounts and under the terms set out in the Pension Agreement which is attached hereto as Appendix "E". Such Pension Agreement shall remain in force so long as the terms of this Agreement are in force, subject to any amendment of that Pension Agreement which may be made or necessitated by Section 3 thereof.

8.08 Full-time employees awaiting WSIB or Weekly Indemnity benefits will be advanced an amount equal to the Weekly Indemnity benefit paid to an employee when they would normally receive their pay. The monies will be reimbursed to the Company once the claim has been processed.

ARTICLE 9 - WAGES AND JOB CLASSIFICATIONS

9.01 (a) **All full time employees on the payroll as of the Date of Ratification (July 9, 2015) that are active shall receive a lump sum bonus of \$1,500.**

The lump sum bonus will be paid within 3 weeks of the Date of Ratification (July 9, 2015). 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 CRA rules. The employee must notify the Company of their decision (2 weeks following the Date of Ratification) 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 the Company sponsored RRSP. If there is a fee associated with a one-time transfer out of the Company sponsored RRSP, the Company will pay for it.

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

9.01 (b) All full time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the full time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the full time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the full time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a full time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the full time wage progression for those employees hired to full time after July 9, 2015. No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

The following volume concept of wage rates will apply for the positions of Grocery Manager, Produce Manager, Meat Manager, Service Department Manager, Bakery Manager and

Assistant Meat Manager:

Grocery Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-63,888	1	\$23.76	\$24.01	\$24.46	\$24.71	\$25.06	\$25.71
63,889-87,846	2	\$23.83	\$24.08	\$24.53	\$24.78	\$25.13	\$25.78
87,847-119,790	3	\$23.99	\$24.24	\$24.69	\$24.94	\$25.29	\$25.94
119,791-159,720	4	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
Over 159,721	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Produce Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-7,260	1	\$23.41	\$23.66	\$24.11	\$24.36	\$24.71	\$25.36
7,261-9,900	2	\$23.48	\$23.73	\$24.18	\$24.43	\$24.78	\$25.43
9,901-13,200	3	\$23.64	\$23.89	\$24.34	\$24.59	\$24.94	\$25.59
13,201-19,800	4	\$23.81	\$24.06	\$24.51	\$24.76	\$25.11	\$25.76
Over 19,801	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-14,375	1	\$23.93	\$24.18	\$24.63	\$24.88	\$25.23	\$25.88
14,376-19,966	2	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
19,967-28,750	3	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
28,751-38,333	4	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60
Over 38,334	5	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Service Department Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-10,164	1	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
10,165-15,910	2	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
15,911-21,780	3	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60

Over 21,781	4	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77
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Bakery Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
0-6,600	1	\$24.16	\$24.41	\$24.86	\$25.11	\$25.46	\$26.11
6,601-9,900	2	\$24.49	\$24.74	\$25.19	\$25.44	\$25.79	\$26.44
9,901-14,520	3	\$24.65	\$24.90	\$25.35	\$25.60	\$25.95	\$26.60
Over 14,521	4	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Customer Service Manager

Wage Scale		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Over 14,521		\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77

Assistant Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
14,375-26,136	1	\$23.02	\$23.27	\$23.47	\$23.72	\$24.07	\$24.47
26,137-23,848	2	\$23.22	\$23.47	\$23.67	\$23.92	\$24.27	\$24.67
Over 34,849	3	\$23.43	\$23.68	\$23.88	\$24.13	\$24.48	\$24.88

Floral Manager

Wage Scale		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
End rate		\$23.02	\$23.27	\$23.72	\$23.97	\$24.32	\$24.97

Classification	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Receiver (days)	\$22.29	\$22.54	\$22.74	\$22.99	\$23.34	\$23.74
Receiver (nights)	\$23.29	\$23.54	\$23.74	\$23.99	\$24.34	\$24.74
Night Crew Chief	\$25.02	\$25.27	\$25.72	\$25.97	\$26.32	\$26.97
Assistant Bakery Manager (days)	\$23.02	\$23.27	\$23.47	\$23.72	\$24.07	\$24.47
Lead Hand Baker (nights)	\$24.02	\$24.27	\$24.47	\$24.72	\$25.07	\$25.47
Garden Centre Mgr.	\$22.97	\$23.22	\$23.67	\$23.92	\$24.27	\$24.92
Bookkeeper	\$24.82	\$25.07	\$25.52	\$25.77	\$26.12	\$26.77
Backup Bookkeeper	\$23.43	\$23.68	\$23.88	\$24.13	\$24.48	\$24.88
Front-end Manager	\$23.05	\$23.30	\$23.75	\$24.00	\$24.35	\$25.00
Non Food Manager	\$22.04	\$22.29	\$22.74	\$22.99	\$23.34	\$23.99

(b) The following will be the wage progressions for all other employees hired subsequent to August 16, 1982:

Grocery – Produce Clerk (Days)

Wage Scale		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale							
		\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Grocery – Produce Clerk (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$22.94	\$23.19	\$23.39	\$23.64	\$23.99	\$24.39

Analyst

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Baker, Baker Decorator (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$22.36	\$22.61	\$22.81	\$23.06	\$23.41	\$23.81

Baker, Baker Decorator (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$23.36	\$23.61	\$23.81	\$24.06	\$24.41	\$24.81

Apprentice Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Year four	\$20.35	\$20.60	\$20.80	\$21.05	\$21.40	\$21.80

Meat Cutter (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$22.36	\$22.61	\$22.81	\$23.06	\$23.41	\$23.81

Meat Cutter (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$23.36	\$23.61	\$23.81	\$24.06	\$24.41	\$24.81

Porter (Days)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
12 months	\$21.31	\$21.56	\$21.76	\$22.01	\$22.36	\$22.76

Porter (Nights)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
12 months	\$22.31	\$22.56	\$22.76	\$23.01	\$23.36	\$23.76

Cashier, Service Clerk, Wrapper, Meat Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Decorator, Production Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
24 months	\$21.94	\$22.19	\$22.39	\$22.64	\$22.99	\$23.39

Bake-Off Production Clerk (2877 Bayview Ave.)

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
End Rate	\$22.10	\$22.35	\$22.55	\$22.80	\$23.15	\$23.55

- (d) The following will be the wage progressions for the following classifications for full-time employees hired after December 8, 1996:

Grocery, Produce, Deli, Meat Wrapper, Cashier, Bakery Service Clerks, Pharmacy Clerks

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
12 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
24 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
36 months	\$19.16	\$19.41	\$19.61	\$19.86	\$20.21	\$20.61

Pharmacy Assistant

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
24 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
36 months	\$20.16	\$20.41	\$20.61	\$20.86	\$21.21	\$21.61

Decorator

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Meat Cutter

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75

24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.41	\$19.66	\$19.86	\$20.11	\$20.46	\$20.86

Meat Cutter/Baker Definitions

If a full 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 full time employees 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 period, they will be reclassified as a Bakery Clerk. This shall not apply to full time Bakers who are on the payroll as of date of ratification (October 6, 2010).

(d) **The following wage schedule shall apply based upon length of continuous service for those employees hired to full time after July 9, 2015:**

Assistant Meat Manager

Store Volume		July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
14,375-26,136	1	\$22.92	\$23.07	\$23.22	\$23.37	\$23.52	\$23.67
26,137-23,848	2	\$23.12	\$23.27	\$23.42	\$23.57	\$23.72	\$23.87
Over 34,849	3	\$23.33	\$23.48	\$23.63	\$23.78	\$23.93	\$24.08

Classification	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Receiver (days)	\$22.19	\$22.34	\$22.49	\$22.64	\$22.79	\$22.94
Receiver (nights)	\$23.19	\$23.34	\$23.49	\$23.64	\$23.79	\$23.94
Assistant Bakery Manager (days)	\$22.92	\$23.07	\$23.22	\$23.37	\$23.52	\$23.67
Lead Hand Baker (nights)	\$23.92	\$24.07	\$24.22	\$24.37	\$24.52	\$24.67

Backup Bookkeeper	\$23.33	\$23.48	\$23.63	\$23.78	\$23.93	\$24.08
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Grocery, Produce, Deli, Meat Wrapper, Cashier, Bakery Service Clerks, Pharmacy Clerk

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
12 months	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
24 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
36 months	\$19.06	\$19.21	\$19.36	\$19.51	\$19.66	\$19.81

Pharmacy Assistant

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
12 months	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
24 months	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
36 months	\$19.06	\$19.21	\$19.36	\$19.51	\$19.66	\$19.81

Decorator

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Meat Cutter

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

Baker

	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
Wage Scale						
Start	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
12 months	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
24 months	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
36 months	\$19.31	\$19.46	\$19.61	\$19.76	\$19.91	\$20.06

ARTICLE 24 - CHRISTMAS BONUS

24.02 The Company agrees to provide a Christmas Bonus by separate cheque to full-time employees as follows: -

One (1) week's pay to all full-time employees who have been continuously employed by the Company for more than one (1) year as at December 15th of the current year;

or

Three-quarter (3/4) week's pay to all full-time employees who have been continuously employed by the Company for more than nine (9) months as at December 15th of the current year;

or

One-half (1/2) week's pay to all full-time employees who have been continuously employed by the Company for more than six (6) months as at December 15th of the current year.

APPENDIX "D"
WELFARE AND INSURANCE BENEFITS
GROUP INSURANCE COVERAGES

ARTICLE 1 – ELIGIBILITY

1.01 All full-time employees of the Company are eligible for insurance on the following dates:

(a) For Life Insurance, Accidental Death and Dismemberment Benefit, Semi-private Hospital and Ambulance Expense Insurance on the first day of the month next following his/her date of employment.

(b) For Weekly Indemnity Insurance on the first day of the month following his/her date of continuous full-time employment with the Company.

(c) For Prescription Drug Expense Insurance and the Optical Plan on completion of three (3) months of continuous full-time employment with the Company.

(d) For Dental Expense Insurance on the first day of the month following three (3) months of continuous full-time employment.

(e) For Survivor Income Benefits for employees with eligible dependents, the first day of the month next following six (6) months of continuous full-time employment, or the date on which an employee acquires an eligible dependent, whichever is later.

(f) For Sick Pay Allowance on the completion of six (6) months of continuous full-time employment.

(g) For Long-term Disability Insurance on the completion of one (1) year of continuous full-time employment provided an employee has attained age 18 and has not attained normal retirement age.

1.02 Eligible dependent shall mean: -

(a) In the case of Survivor Income Benefits:

- (i) the spouse of an employee, except for a spouse who is both estranged from the employee and not dependent on him/her for support;
and
- (ii) any dependent child of an employee provided such child has not attained age eighteen (18).

(b) In the case of Ontario Health Insurance, Semi-private Hospital and Ambulance Expense Insurance, Prescription Drug Expense Insurance and the Optical Plan, a person who is a resident of Canada or the United States and is: -

- (i) the spouse of an employee,
and
- (ii) any unmarried dependent child of the employee, from birth to age twenty-one (21) and any unmarried children who are mentally or physically infirm

to any age.

(c) In the case of Dental Expense Insurance, a person who is a resident of Canada or the United States and is: -

- (i) the spouse of an employee,
and
- (ii) any unmarried dependent child of the employee, from birth to age twenty-two (22) and any unmarried dependent children who are mentally or physically infirm to any age.

1.03 An employee will become eligible for dependent insurance on the date of becoming eligible if on that date the employee has any eligible dependents; otherwise, the employee will become eligible for dependent insurance on the date he/she first acquires a dependent.

ARTICLE 2 - LIFE INSURANCE

2.01 The amount of Group Life Insurance shall be \$40,000.00.

2.02 The Insurance for an insured employee, who becomes totally disabled before normal retirement age, will be continued during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

2.03 Where an insured employee terminates employment, other than because of total disability, the employee shall have the option of obtaining from the insurer within thirty (30) days of termination an individual Insurance Policy as provided for in the Insurance Contract. This policy shall be for an amount not greater than the amount of Group Life Insurance and shall be subject to the insurer's normal underwriting rules, except that this Insurance shall not be subject to the employee supplying evidence of insurability.

ARTICLE 3 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

3.01 Accidental Death and Dismemberment Insurance is payable in the event of death which results from injury caused accidentally and within 365 days of such injury on the basis of 100% of the amount set out in paragraph 3.02. Benefits will be paid for certain dismemberment's as set out in paragraph 3.02.

3.02 The amount of Accidental Death and Dismemberment Insurance shall be: -

Loss of Life	\$30,000.00
Loss of Both Hands	

Loss of Both Feet	
Loss of the Sight of Both Eyes.	
Loss of One Hand and One Foot	
Loss of One Hand and the Sight of One Eye	
Loss of One Foot and the Sight of One Eye	
Loss of One Hand	\$15,000.00
Loss of One Foot	
Loss of the Sight of One Eye	

3.03 Accidental Death and Dismemberment Benefits are not payable for any loss resulting directly or indirectly, wholly or partially from any of the following causes: -

- (a) Suicide or willfully self-inflicted injuries, while sane or insane;
- (b) Committing or attempting to commit a criminal offense as defined in the Criminal Code of Canada;
- (c) War or hostilities of any kind, whether or not the insured person was actually participating therein, and whether or not war was declared;
- (d) Injuries sustained by the insured person as the result of driving a vehicle when the injuries were sustained, the blood of the insured person contained in excess of eighty (80) milligrams of alcohol per one hundred (100) milliliters of blood.

"Vehicle" means a vehicle that is drawn, propelled or driven by any means other than muscular power, and includes an aircraft, automobile, truck, motorcycle, moped, snowmobile and boat.

ARTICLE 4 - SURVIVOR INCOME BENEFITS

4.01 On the death of an insured employee, a monthly benefit will be payable to his/her spouse and/or children under age 18. This benefit will be payable until the later of: -

- (a) the date of death or, remarriage of the spouse,
- or
- (b) the date on which the youngest eligible child attains age 18.

4.02 The amount of the monthly benefit, subject to paragraph 4.04 of this Appendix, will be one-twelfth (1/12) of the greater of: -

- (a) \$600.00,
- or
- (b) 20% of the employee's average annual basic earnings during the three (3) years immediately prior to the employee's death,
- or
- (c) 66-2/3% of the total annual Company Retirement Pension benefit which the employee has accrued to the date of the employee's death.

4.03 In the event of the remarriage of a surviving spouse with no eligible children under the age of 18, the benefit shall cease. In the event of the remarriage of a surviving spouse with eligible children under the age of 18, the benefit shall be reduced to 50% of the previous amount and be payable until the youngest surviving child attains age 18.

4.04 The maximum monthly benefit payable will be \$700.00 per month.

4.05 This coverage shall terminate at the earliest of the following dates: -

(a) the fifteenth (15th) day following the date of termination of employment with the Company;

(b) the date of the employee's retirement or early retirement pension under the Company's Pension Plan;

(c) the date on which the employee attains normal retirement age;

(d) the date on which the employee ceases to have any eligible dependents;

(e) the date of remarriage of a surviving spouse.

4.06 The insurance for an insured employee, who becomes totally disabled before normal retirement age, will be continued during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit to physical examination by physicians designated by it. Total disability means continuous disability which, during the first two (2) years of total disablement prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

4.07 The Company will continue to provide the following Welfare Benefits for survivors: -

(a) Semi-private Hospital and Ambulance Expense Insurance;

(b) Prescription Drug Expense Insurance;

(c) Quebec Residents Supplemental Hospital and Medical Insurance;

(d) Dental Expense Insurance;

(e) Ontario Health Insurance Plan.

ARTICLE 5 - WEEKLY INDEMNITY INSURANCE

5.01 An insured employee who is totally disabled and unable to work due to sickness or an

accident not covered by Workers' Compensation, will be paid a weekly benefit commencing on the first day of absence due to an accident and the fourth day of absence due to a sickness. The amount of the benefit and the maximum period for which the benefit is payable shall be as set out in the following schedule: -

Years of Continuous Full-time Employment with the Company

<u>At Least</u>	<u>But Less Than</u>	<u>Amount of Weekly Benefit</u>	<u>Maximum Period</u>
First of the month next following date of hire	3 years	75% of Basic Weekly Wage	26 weeks
	After 3 years	85% of Basic Weekly Wage	26 weeks

The weekly benefit shall be determined based on basic weekly wage and service as of the date of commencement of disability.

5.02 It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.

5.03 Certification of illness for loss of time benefits, up to a maximum of ten (10) weeks for each period of disability, will be accepted if completed by a licensed Chiropractor, Podiatrist or Oral Surgeon.

5.04 A disability resulting from the same cause as a previous disability will be treated as a continuation of the previous disability unless the employee has returned to work on a continuous full-time basis for at least two (2) weeks (14 days).

5.05 Weekly benefits are not payable for the following: -

- (a) Disability for which an employee receives benefits under any Workers' Compensation or similar law;
- (b) Disability resulting from willfully, self-inflicted injury or from any attempt at self-destruction;
- (c) Disability of an employee who is not under treatment by a physician or surgeon duly licensed to practice medicine, or during the first four (4) weeks of disability of an employee who is not under treatment by a licensed Chiropractor;
- (d) Pregnancy where a female employee is not disabled;
- (e) Any period during which a female employee is on a pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

ARTICLE 6 - LONG-TERM DISABILITY INSURANCE

6.01 Upon receipt and approval by the insurer of due proof that an insured employee has become totally and continuously disabled for a period of twenty-six (26) weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates: -

- (a) the date on which the employee shall cease to be totally disabled;
- (b) the date on which the employee attains normal retirement age;
- (c) the date of the employee's death.

6.02 Total disability means continuous disability which, during the first two (2) years of total disablement, prevents an employee from performing any and every duty pertaining to the employee's own occupation and thereafter from engaging in any occupation for which the employee is fitted through education, training or experience.

6.04 The amount of the monthly benefit payable with respect to a disability shall be the amount of monthly benefit in effect for the employee on the date of commencement of the disability as set out in the following schedule: -

<u>Portion of Basic Monthly Wage</u>	<u>Benefit as a Percentage of Basic Monthly Wage</u>
First of \$3,030.00	66%

Subject to a maximum monthly benefit of \$2000.00 applied to claims initiated after July 28, 2000.

6.04 If the disability income benefit receivable by the disabled employee from all sources, including Workers' Compensation benefits, exceed 71% of the employee's average earned monthly income during the two (2) year period immediately prior to the date of disablement, payment under this benefit will be reduced so that the income benefits from all sources shall not exceed 71% of such average earned monthly income.

6.05 Under no circumstances will the total monthly benefit payable under this policy, together with other income replacement sources payable because of disability, be less than the amount shown in the above schedule.

Long-term Disability benefits will not be reduced by virtue of any amount received on behalf of any dependents of an L.T.D. recipient.

6.06 It is not required that the insured employee be confined to home, but the employee must be under the regular care and attendance of a licensed physician during the period for which benefits are being claimed.

6.07 Long-term Disability benefits are not payable with respect to disabilities resulting from any of the following:-

- (a) Willfully self-inflicted injury or any attempt at self-destruction;
- (b) Any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
- (c) War or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;
- (d) Pregnancy where a female employee is not disabled;
- (e) Any period during which a female employee is on a pregnancy leave of absence in accordance with Article 4.03 of this Agreement.

ARTICLE 7 - SEMI-PRIVATE HOSPITAL AND AMBULANCE EXPENSE INSURANCE

7.01 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has been confined in a licensed hospital, the insurer shall, subject to Article 15, reimburse the employee for the amount charged by the hospital for room and board in excess of the expenses covered by the Provincial Hospital Insurance Plan up to an amount equal to the difference between the charges for standard ward and standard semi-private accommodation for each day of confinement during any one period of disability, whether from one or more than one cause. The maximum payable under this benefit in respect of hospitalization in the Province of Quebec is the actual differential rate.

7.02 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred expense in respect of the use of a hospital or professional motor car ambulance, the insurer will, subject to Article 15 reimburse the employee for such expense, provided that payment will be made only in respect of a disability where hospital confinement is required and only if the insurer is satisfied that the physical condition of the individual precluded the use of other means of transportation.

ARTICLE 8 - PRESCRIPTION DRUG EXPENSE INSURANCE

8.01 Prescribed drugs are to be purchased at participating Drug Stores. Employees will be issued an identification card, which will be valid for one (1) year. Upon presentation of this card

to a participating Drug Store, the employee will not be required to pay a deductible for each prescription.

8.02 For prescribed drugs not purchased at a participating Drug Store, the employee will be required to fill out a claim form for each receipt within ninety (90) days of the date of purchase to the Health Insurance Department at Head Office. After processing the claim, the Company will reimburse the employee for the amount of the prescription.

8.04 Covered expenses are drugs dispensed on a prescription of a duly qualified medical practitioner for the use of an employee or eligible dependent. Insulin is covered with or without a prescription. Diabetic supplies are covered when purchased on the prescription of a duly qualified medical practitioner. Oxygen will be covered when prescribed. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded: -

- (ii) Patent or proprietary medicines;
- (ii) Vitamins, vitamin preparations or food supplements;
- (iii) Prescriptions paid for by any other agency or plan;
- (iv) Drugs in excess of: - one (1) month's supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
- (v) Appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;
- (vi) Medication or medicines other than those referred to in sub-item (i) above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) Cost of delivery.

8.04 All benefits paid under this coverage will be insured and shall be subject to Article 15.

ARTICLE 9 - QUEBEC RESIDENTS SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE

9.01 For those full-time Ontario employees who are resident in the Province of Quebec, the Company will provide Supplemental Hospital and Medical Insurance coverage, until such coverage are provided by the Governmental Hospital or Medicare Insurance Plan.

9.02 Upon receipt and approval by the insurer of due proof that an eligible employee or dependent has incurred a covered expense, the insurer will, subject to Article 15, reimburse the employee for the amount of the expense up to the level of re-imbusement provided under the Ontario Health Insurance Plan. Covered expenses are as set out in the following schedule: -

- (a) Psychoanalysis given by a psychiatrist in his office;
- (b) Radiology and laboratory services in an out-patient department outside the Province;
- (c) Laboratory services performed at a laboratory inside or outside the Province;
- (d) X-rays and laboratory involving the services of both technicians and physicians;
- (e) Physiotherapy outside hospital;
- (f) Chiropractor;
- (g) Podiatry;

- (h) Ambulance.

ARTICLE 10 - DENTAL EXPENSE INSURANCE

10.01 Upon receipt by the insurer within ninety (90) days from the date of billing by the dentist and approval by the insurer of due proof that an eligible employee or dependent has incurred expenses for covered dental services, the insurer will, subject to Article 15, reimburse the employee for one hundred percent (100%) of the charges for covered dental services listed under Article 10.02, Part "A"; ninety percent (90%) of the charges for covered dental services listed under Article 10.02, Part "B", subject to \$2,000.00 in a 24 month benefit period for services under Part "A" and/or Part "B" and, after satisfying a deductible of fifty dollars (\$50.00) for each treatment plan, fifty percent (50%) of the charges for dental services listed under Article 10.02, Part "C", subject to a maximum lifetime benefit of \$1,000.00. Benefits are provided under Parts "A" and/or "B" exclude that portion of any charge which is in excess of the prevailing Schedule of Fees of the Provincial Dental Association in the Province of residence.

10.02 Covered dental services shall be the following: -

PART "A"

- (a) oral examination and diagnosis; but not more than once in any nine (9) month period for employees and dependents age 18 or over;

- (b) complete series of periapical films but not more than once in any five (5) year period;
- (c) prophylaxis including scaling and polishing of teeth but not more than once in any nine (9) month period for employees and dependents age 18 or over;
- (d) bitewing x-rays but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (e) topical application of any anti-cariogenic agent (e.g., stannous fluoride); but not more than once in any nine (9) month period for employee and dependents age 18 or over;
- (f) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (g) emergency treatment;
- (h) space maintainers not involving the movement of teeth;
- (i) periodontal treatment including surgery and post-surgical treatment, excluding prosthesis and appliances;
- (j) endodontic treatment (root canal therapy;)
- (k) oral surgical procedures, including the removal of teeth (erupted, un-erupted or impacted;)
- (l) general anesthesia in connection with oral surgery;
- (m) x-rays in connection with oral surgery;
- (n) injections of antibiotic drugs by the attending dentist;
- (o) one (1) oral hygiene instruction per insured individual per life- time.

PART "B"

- (a) inlays and crowns;
- (b) complete dentures;
- (c) partial dentures;
- (d) fixed bridgework;
- (e) repair or recementing of crowns, inlays, bridgework and dentures or relining of dentures;
- (f) periodontal prosthesis or appliances.

PART "B" BENEFITS DO NOT PROVIDE

- (a) services which are cosmetic in nature;
- (b) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the participant or dependent became insured for this benefit;
- (c) dentures which have been lost, stolen or mislaid;

- (d) prosthetic devices which were ordered before the participant or dependent became insured for this benefit, or which were ordered while the participant or dependent was insured for this benefit but are installed more than thirty (30) days after termination of the insurance;
- (e) replacement of an existing partial or full denture or fixed bridgework unless:
 - (i) the replacement is required to replace an existing denture or bridgework which was installed at least five (5) years prior to the replacement;
 - or
 - (ii) the replacement is required to replace an immediate temporary denture provided that the replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture;
- (f) the addition of teeth to an existing partial denture or fixed bridgework unless the addition is required to replace one or more teeth removed while the participant or dependent is insured for this benefit;
- (g) services directly associated with any single series beyond those for which provision is made in the prevailing Schedule of Fees of the Provincial Dental Association in the Province of residence.

PART "C"

This benefit applies to orthodontic treatment for an employee or eligible dependent under age 20, who is covered for Dental Insurance. Eligible charges are those made for an "orthodontic treatment plan" that prior to treatment has been reviewed by the insurance carrier and returned to the dentist, showing estimated benefits, and is required by an overbite of at least four (4) millimeters, cross bite or protrusive or retrusive relationship of at least one cusp.

An "orthodontic treatment plan" is a report on a form satisfactory to the insurance carrier that among other things describes the recommended treatment, gives the estimated charge and is accompanied by cephalometric x-rays, study models, and other supporting evidence.

The benefit will be paid in equal installments beginning when the orthodontic appliances are first inserted, and monthly thereafter for the estimated duration of the treatment plan, as long as the patient remains covered. If benefits are being paid on termination of coverage, they will be continued for charges incurred during the rest of the quarterly installment period in progress.

10.04 The services set out in paragraph 10.02 hereof shall be subject to the following

limitations for which Dental Expense Insurance is not payable:

- (a) services covered by Workers' Compensation or similar statute;
- (b) services which the employee is eligible for, or entitled to, under any statute;
- (c) services for which re-imbusement is provided under any other group or individual insurance policy, any government insurance plan or by reason of the legal liability of any other party;
- (d) services required because of willfully, self-inflicted injuries;
- (e) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist;
- (f) charges for a procedure for which an active appliance was installed before the patient was covered.

10.04 If employment is terminated because of retirement at normal retirement age or in the event of a lay-off where an employee receives an Employment Insurance Record of Employment indicating a work shortage as the reason for separation, the insurance will be continued for an employee and any eligible dependents for up to three (3) months following the last month worked by the employee.

OTHER WELFARE AND INSURANCE BENEFITS

ARTICLE 11 - ONTARIO HEALTH INSURANCE PLAN

11.01 The Company agrees to pay the full Ontario Health Insurance Plan Premium for all full-time employees and for their eligible dependents, subject to Article 15. The Company agrees to pay the full cost of any subsequent increases in this premium. The Union agrees that any cost savings resulting from any other Government action shall accrue solely to the benefit of the Company. For Ontario employees resident in the Province of Quebec, the reference to O.H.I.P. premium shall be replaced with a reference to the individual income tax levied by the Province of Quebec for the provision of benefits comparable to those benefits available under O.H.I.P..

11.02 The Company shall pay an employee for the cost of additional visits to a licensed Chiropractor beyond the ten (10) visits O.H.I.P. provide to a maximum of ten (10) additional visits per year. Payment for such visits will be based on the O.H.I.P. Fee structure.

ARTICLE 12 - WORKERS' COMPENSATION COMPENSABLE ACCIDENTS

12.01 The Company shall pay an employee for time lost, resulting from a compensable accident, during the period on the first day which is not covered by Workplace Safety and Insurance Board coverage.

ARTICLE 13 - SICK PAY ALLOWANCE

13.01 This coverage will be paid for and administered by the Company. Sick Pay Allowance will provide for the payment of the first three (3) days of any absence due to sickness, to a maximum of twelve (12) days per calendar year, at one hundred percent (100%) of basic daily pay.

13.02 Claim forms must be submitted to the Payroll Department within ninety (90) days of the date of commencement of the sickness. The allowance will be paid through Payroll and will be subject to the normal payroll deductions.

13.03 The Company may require the employee to produce a medical certificate from a duly qualified medical practitioner upon his return to work. It is understood between the Union and the Company that this provision will be acted upon only by the Industrial Relations Department.

ARTICLE 14 - OPTICAL PLAN

Definitions

In this benefit,

14.01 (a) "Optometrist" means a member of the Canadian Association of Optometrists or of any Provincial Association associated therewith;

(b) "Physician" means a person who is legally licensed to practice medicine;

(c) "Reasonable and customary charges" mean charges which are usually made for the items of expense listed under Eligible Expenses in the absence of insurance, excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred, except that the charges for eligible expenses incurred outside Canada which are in excess of the level of charges for comparable services rendered in the area in which the Canadian Head Office of the Policyholder is located, will not be considered as eligible.

Eligible Expenses:

"Eligible Expenses" means reasonable and customary charges for the following items of expense:

14.02 (a) Eye examinations by an optometrist, but for not more than one examination in a period of twenty-four (24) months, (twelve (12) months for a dependent child under age 18), provided benefits are not payable for the examination under any Government Medical Care Insurance Plan;

(b) Optical appliances, provided such appliances are necessary for the correction of

vision and are prescribed by a physician or optometrist, and repairs to such appliances, subject to maximum total eligible expenses of two hundred (\$200.00) dollars during the 24-month period ending on the date an eligible expense for such appliances is incurred;

(c) Optical appliances which are prescribed by an ophthalmologist as a result of a surgical procedure, subject to maximum total lifetime eligible expenses of two hundred dollars (\$200.00) for such appliances in respect of any one surgical procedure;

(d) Contact lenses, where an ophthalmologist certifies that such contact lenses are necessary as a result of a surgical procedure or for the treatment of keratoconus, and that satisfactory correction of vision cannot be obtained through the use of eye glasses, subject to maximum total lifetime eligible expenses of one hundred and fifty dollars (\$150.00) in respect of any one surgical procedure or for the treatment of keratoconus.

ARTICLE 15 - CO-ORDINATION OF BENEFITS PROVISION

15.01 This Article 15 applies where the spouse and/or family of a covered full-time employee are provided with insurance coverage by virtue of such spouse's employment. Where such other coverage is provided, the amount of benefit provided under Articles 7, 8, 9, 10 and 11 of this Appendix "D" shall be equal to the amount otherwise payable by the Company less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Company.

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	<u>Plan Year</u>	<u>Rate</u>
	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 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 received 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.

LETTER OF UNDERSTANDING #8

July 9, 2015

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, 2021.

- (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,

Dave Graf
 Senior Vice-President, Labour Relations
 LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #22

July 9, 2015

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, 2021.

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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

LETTER OF UNDERSTANDING #34

July 9, 2015

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 – Loblaws Conventional– All Employees

We wish to set out the following understanding, which shall be effective for the lifetime of the Collective Agreement, expiring July 1, 2021.

Notwithstanding the language of Article 8 of the collective agreement, the Company has found it more cost effective to provide the coverage described in Appendix D; and Articles 1.22, 1.24, 1.25 of Appendix A; 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 D and Articles 1.22, 1.24, 1.25 of Appendix A. The Company and the Union further agree that notwithstanding anything in the collective agreement, all disputes in relation to the coverage described in

Appendix D and Articles 1.22, 1.24, 1.25 of Appendix A, 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,

Dave Graf
Senior Vice-President, Labour Relations
LOBLAWS SUPERMARKETS LIMITED.

APPENDIX "A" - PART-TIME EMPLOYEES

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.

1.14 Wages

(a) All part time employees on the payroll as of the Date of Ratification (July 9, 2015) shall receive the following wage increases provided they are at the end rate of pay on the applicable date:

July 9/15 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 3/16 – The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

July 2/17 - The end rate of the part time wage scale shall increase by 20 cents as reflected in the wage tables.

July 1/18 - The end rate of the part time wage scale shall increase by 25 cents as reflected in the wage tables.

June 30/19 - The end rate of the part time wage scale shall increase by 35 cents as reflected in the wage tables.

June 28/20 - The end rate of the full time wage scale shall increase by 40 cents as reflected in the wage tables.

For clarity, when a part time employee in scale reaches the end rate, provided they were on the payroll as of July 9, 2015, their end rate is inclusive of all increases noted above. Only 15 cents of the abovementioned increases will be applied to the end rates of the part time wage progression for those employees hired after July 9, 2015.

No wage rate shall be reduced during the life of this collective agreement as a result of a reduction in the Provincial minimum wage.

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

Hours Worked	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
5501 +	\$17.75	\$18.00	\$18.20	\$18.45	\$18.80	\$19.20

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

Hours Worked	July 9/15	July 3/16	July 2/17	July 1/18	June 30/19	June 28/20
7650 +	\$17.75	\$18.00	\$18.20	\$18.45	\$18.80	\$19.20

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

	July 9/15	15-Oct	July 3/16	16-Oct	July 2/17	Oct /17	July 1 /18	Oct /18	June 30/19	Oct /19	June 28/20	Oct /20
0 - 500	\$11.00	11.25		New MW		New MW		New MW		New MW		New MW
501 – 1250	\$11.05	11.30		mw + .05		mw + .05		mw + .05		mw + .05		mw + .05
1251 – 2000	\$11.10	11.35		mw + .10		mw + .10		mw + .10		mw + .10		mw + .10
2001 - 2750	\$11.15	11.40		mw + .15		mw + .15		mw + .15		mw + .15		mw + .15
2751 - 3500	\$11.20	11.45		mw + .20		mw + .20		mw + .20		mw + .20		mw + .20
3501 – 4250	\$11.25	11.50		mw + .25		mw + .25		mw + .25		mw + .25		mw + .25
4251-5000	\$11.30	11.55		mw + .30		mw + .30		mw + .30		mw + .30		mw + .30
5001-5750	\$11.35	11.60		mw + .35		mw + .35		mw + .35		mw + .35		mw + .35
5751-6500	\$11.50	11.75		mw + .50		mw + .50		mw + .50		mw + .50		mw + .50
6501-7250	\$11.70	11.95		mw + .70		mw + .70		mw + .70		mw + .70		mw + .70
7251-8000	\$12.00	12.25		mw+ 1.00		mw+ 1.00		mw+ 1.00		mw+ 1.00		mw+ 1.00
8001 – 8750	\$12.50	12.75		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50		mw + 1.50
8750+	\$15.25	\$15.25	\$15.50	\$15.50	\$15.70	\$15.70	\$15.95	\$15.95	\$16.30	\$16.30	\$16.70	\$16.70

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 October 6, 2010**:

Hours	July 9/15	October/ 15	October/ 16	October/ 17	October/ 18	October/ 19	October/20
0 – 1250	\$10.30	\$10.55	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)	Student Wage (SW)
1251 – 2000	\$10.35	\$10.60	SW + .05	SW + .05	SW + .05	SW + .05	SW + .05

2001+	\$10.40	\$10.65	SW + .10	SW + .10	SW + .10	SW + .10	SW + .10
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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 student shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

Meat Cutter Definition

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).

The following shall be the minimum wage rates of pay for Meat Cutters hired after date of ratification (October 6, 2010) who meet the requirements defined above.

Hours Worked	July 9/15	Oct/ 15	July3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 – 1950	\$11.40	\$11.65		MW+ .40		MW+ .40		MW+ .40		MW+ .40		MW+ .40
1951 – 2600	\$11.80	\$12.05		MW+.80		MW+.80		MW+.80		MW+.80		MW+.80
2601 – 3250	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
3251 – 3900	\$13.20	\$13.45		MW+2.20		MW+2.20		MW+2.20		MW+2.20		MW+2.20
3901 – 4550	\$13.90	\$14.15		MW+2.90		MW+2.90		MW+2.90		MW+2.90		MW+2.90
4551 – 5200	\$14.60	\$14.85		MW+3.60		MW+3.60		MW+3.60		MW+3.60		MW+3.60
5201 – 5850	\$15.30	\$15.55		MW+4.30		MW+4.30		MW+4.30		MW+4.30		MW+4.30
5851 – 6500	\$16.00	\$16.25		MW+5.00		MW+5.00		MW+5.00		MW+5.00		MW+5.00
Hired Prior to July 9, 2015												
+6501	\$18.65	\$18.65	\$18.90	\$18.90	\$19.10	\$19.10	\$19.35	\$19.35	\$19.70	\$19.70	\$20.10	\$20.10

Baker Definition

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).

The following shall be the minimum wage rates of pay for Bakers hired **after October 6, 2010** who meet the requirements defined above.

Hours	July 9/15	Oct/ 15	July 3/ 16	Oct/ 16	July 2/ 17	Oct/ 17	July 1/ 18	Oct/ 18	June 30/ 19	Oct/ 19	June 28/20	Oct/20
0 – 300	\$11.25	\$11.50		MW+.25		MW+.25		MW+.25		MW+.25		MW+.25
301 – 650	\$11.30	\$11.55		MW+.30		MW+.30		MW+.30		MW+.30		MW+.30
651 – 1300	\$11.35	\$11.60		MW+.35		MW+.35		MW+.35		MW+.35		MW+.35
1301 –1950	\$11.40	\$11.65		MW+.40		MW+.40		MW+.40		MW+.40		MW+.40
1951 – 2600	\$11.45	\$11.70		MW+.45		MW+.45		MW+.45		MW+.45		MW+.45
2601 – 3250	\$11.50	\$11.75		MW+.50		MW+.50		MW+.50		MW+.50		MW+.50
3251 – 3900	\$12.00	\$12.25		MW+1.00		MW+1.00		MW+1.00		MW+1.00		MW+1.00
3901 – 4550	\$12.50	\$12.75		MW+1.50		MW+1.50		MW+1.50		MW+1.50		MW+1.50
4551 – 5200	\$13.00	\$13.25		MW+2.00		MW+2.00		MW+2.00		MW+2.00		MW+2.00
5201 – 5850	\$13.50	\$13.75		MW+2.50		MW+2.50		MW+2.50		MW+2.50		MW+2.50
5851 – 6500	\$14.00	\$14.25		MW+3.00		MW+3.00		MW+3.00		MW+3.00		MW+3.00
Hired Prior to July 9, 2015												
+6501	\$16.65	\$16.65	\$16.90	\$16.90	\$17.10	\$17.10	\$17.35	\$17.35	\$17.70	\$17.70	\$18.10	\$18.10

The following shall be the minimum part time rates of pay front-end service clerks (FESC):

Hours Worked	July 9/15	15-Oct	July 3/16	16-OCT	July 2/17	17-OCT	July 1/18	18-OCT	June 30/19	19-OCT	June 28/20	20-OCT
0 -500	\$11.00	\$11.25		New MW		New MW		New MW		New MW		New MW
501-1250	\$11.05	\$11.30		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05		mw + \$0.05
1251 – 2000	\$11.10	\$11.35		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10		mw + \$0.10
2001- 2750	\$11.15	\$11.40		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15		mw + \$0.15
2751- 3500	\$11.20	\$11.45		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20		mw + \$0.20
3501- 4250	\$11.25	\$11.50		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25		mw + \$0.25
5000 +	\$11.95	\$11.95	\$12.20	\$12.20	\$12.40	\$12.40	\$12.65	\$12.65	\$13.00	\$13.00	\$13.40	\$13.40

1.15 (a) 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 worked the appropriate number of hours.

(b) No wage currently enjoyed by an employee, which is in excess of the rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement, provided the employee can fulfill the normal requirements of the job efficiently.

APPENDIX "A" - Vacation

1.16 (a) Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at May 1st of the current year shall receive Vacation Pay Allowance of six percent (6%) of their earnings during the previous calendar year.

Employees with ten (10) or more years' service as at May 1st, shall receive Vacation Pay Allowance of eight percent (8%) of their earnings during the previous calendar year.

Such payment shall be made between May 1st and June 30th of the current year and will be paid on a separate cheque.

APPENDIX "A" – Christmas Bonus

1.16 (b) The Company further agrees to provide a Christmas Bonus to employees as follows:

Employees who have been continuously employed by the Company for more than three (3) years as at December 15th of the current year shall receive fifty dollars (\$50.00).

Employees who have been continuously employed by the Company for more than one (1) year as at December 15th of the current year shall receive twenty dollars (\$20.00).

Employees who have been continuously employed by the Company for more than six (6) months and up to one (1) year as at December 15th of the current year shall receive ten dollars (\$10.00).

APPENDIX "A" – Benefits

1.21 The Company agrees to pay one hundred percent (100%) Ontario Health Insurance Plan Premium for employees including the children of single parents as follows:

(a) An employee is eligible for O.H.I.P. Premium rebate or Quebec Health Insurance

Health rebate whichever is applicable to the employee, on the first of the month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) An employee who is not covered by O.H.I.P. through any other source will be entitled to the O.H.I.P. Premium rebate.

(c) An employee, their spouse and eligible dependents are eligible for an O.H.I.P. Premium rebate on the first month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least seven hundred (700) hours in the previous calendar year.

(d) Payment will be made upon the receipt of proof of purchase.

1.22 The Company agrees to provide Optical coverage for employees including the children of single parents as follows:

(a) An employee is eligible for Optical coverage on the first of the month coincident with or following two (2) years of continuous employment with the Company, provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) An employee who is not covered by any other form of Optical coverage through any other source, will be entitled to a maximum reimbursement of two hundred (\$200.00) once every two (2) years.

(c) Payment will be made upon the receipt of proof of purchase.

(d) Dependents of employees are not eligible for Optical coverage.

(e) Part time employees who qualify for Vision Care will be reimbursed up to \$60.00 for an eye exam every 24 months. An employee will be reimbursed for the eye exam and glasses up to a maximum of \$200.00 in a 24 month period.

1.24 (a) An employee and the children of single parents are eligible for Dental Expense Insurance and shall be insured on the first day of the month coincident with or first following one (1) year of continuous employment with the Company, provided he has worked at least four hundred (400) hours in the previous calendar year.

(b) Dependents of employees are not eligible for Dental Expense Insurance.

(c) Upon receipt by the Insurer within ninety (90) days from the date of billing by the dentist and approval by the Insurer of due proof that an eligible employee has incurred expenses for covered dental services, the Insurer will reimburse after a deductible of twenty-five dollars (\$25.00) of covered expenses each calendar year, the employee for one hundred percent (100%) of the charges for such covered dental services listed under paragraph 4, Part "A", and eighty percent (80%) of the charges for such dental services listed under paragraph 4, Part "B", subject to a total annual maximum reimbursement of \$500.00 and excluding that portion of any charge which is in excess of the current Schedule of the Provincial Dental Association in the Province of residence.

Such schedule shall not be adjusted downward and shall be one (1) year ahead of the Industry Plan.

(d) Covered dental services shall be the following: -

PART "A"

- (i) oral examination and diagnosis; but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (ii) complete series of periodical films but not more than once in any five (5) year period;
- (iii) prophylaxis including scaling and polishing of teeth but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (iv) bitewing x-rays but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (v) topical application of any anti-cariogenic agent (e.g., stannous fluoride); but not more than once in any nine (9) month period for employees and dependents age 18 and over;
- (vi) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (vii) emergency treatment;
- (viii) space maintainers not involving the movement of teeth;
- (ix) periodontal treatment including surgery and post surgical treatment, excluding prosthesis and appliances;
- (x) endodontic treatment (root canal therapy);
- (xi) oral surgical procedures including the removal of teeth (erupted, unerupted, or impacted);
- (xii) general anesthesia in connection with oral surgery;
- (xiii) x-rays in connection with oral surgery;
- (xiv) injections of antibiotic drugs by the attending dentist.

PART "B"

- (i) inlays and crowns;
- (ii) complete dentures;
- (iii) partial dentures;
- (iv) fixed bridgework;
- (v) repair or recementing of crowns, inlays, bridgework and dentures or relining of dentures;
- (vi) periodontal prosthesis or appliances.

PART "B" BENEFITS DO NOT PROVIDE

- (i) services which are cosmetic in nature;
 - (ii) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the participant became insured for this benefit;
 - (iii) dentures which have been lost, stolen or mislaid;
 - (iv) prosthetic devices which were ordered before the participant became insured for this benefit, or which were ordered while the participant was insured for this benefit but are installed more than thirty (30) days after termination of the insurance;
 - (v) replacement of an existing partial or full denture or fixed bridgework, unless:
 - (a) the replacement is required to replace an existing denture or bridgework which was installed at least five (5) years prior to the replacement; or
 - (b) the replacement is required to replace an immediate temporary denture provided that the replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture;
 - (vi) The addition of teeth to an existing partial denture or fixed bridgework unless the addition is required to replace one or more teeth removed while the participant is insured for this benefit.
- (e) The services set out in paragraph (d) hereof shall be subject to the following limitations for which Dental Expense Insurance is not payable: -
- (i) services covered by Workers' Compensation or similar statute;
 - (ii) services which the employee is eligible for, or entitled to, under any statute;
 - (iii) services for which re-imburement is provided under any other group or

- individual insurance policy, any government insurance plan or by reason of the legal liability of any other party;
- (iv) services required because of willfully self-inflicted injuries;
- (v) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist.

(f) If employment is terminated because of retirement or if employment is interrupted because of disability or lay-off when an employee receives an E.I. Record of Employment indicating a work shortage as the reason for the separation, the Dental Expense Insurance will be continued for an employee for up to three (3) months following the last month worked by the employee. If the employee is still disabled or laid off after this three (3) month period, the employee may continue to be insured for a further three (3) months by paying directly to the Company a monthly premium of six dollars (\$6.00).

1.25 (a) The Employer agrees to provide prescription drug coverage for part-time employees including the children of single parents, for employees after one (1) year of service provided he has worked at least four hundred (400) hours in the previous calendar year. Effective January 1, 2001, the Employer agrees to provide prescription drug coverage for a part-time employee's immediate family members, provided he has at least one (1) year of service and he has worked at least 650 hours in the previous calendar year. Benefits will be provided as follows:

(b) For prescribed drugs, the Company agrees to provide all eligible part time employees with a prescription drug card that must be used at a Loblaws Companies pharmacy with no deductible. Where an eligible employee does not obtain a prescription at a Loblaws Companies pharmacy, they must pay for the prescription and submit the required form to be reimbursed.

(c) Covered expenses are drugs dispensed on a prescription of a duly qualified medical practitioner for the use of an employee or eligible dependent. Insulin is covered with or without a prescription. Diabetic supplies are covered when purchased on the prescription of a duly qualified medical practitioner. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded: -

- (i) Patent or proprietary medicines;
- (ii) Vitamins, vitamin preparations or food supplements;
- (iii) Prescriptions paid for by any other agency or plan;

- (iv) Drugs in excess of: one (1) month's supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
- (v) Appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;
- (vi) Medication or medicines other than those referred to in sub-item (a) above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) Cost of delivery.