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**WAREHOUSE ADVERTISING  
AND PRODUCE BUYING  
1991-1993**

THIS this 1st day of May, 1991

BETWEEN:

**NATIONAL GROCERS CO. LTD.**

hereinafter called the "Company",

-and-

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION**

**LOCAL 1000A**

hereinafter called the "Union"

WITNESSETH and it is hereby agreed as follows:

**ARTICLE - RECOGNITION**

- 1.01(a) The Company **recognizes** the Union as the exclusive bargaining agent for **all Warehouse** and Divisional Department employees, Warehouse Clerks "A" and Warehouse Clerks **"B"** in the Province of Ontario, save and except Supervisors, persons above the rank of **Supervisor**, Office Staff, and persons covered by subsisting Collective Agreements between the Company and the **International** Association of **Machinists** and Aerospace Workers and the International Union of Operating Engineers, Local **796**. This Agreement shall cover all such employees employed by the Company in the **Province** of **Ontario**.
- (b) The Company also **recognizes** the Union as the exclusive **bargaining** agent of all employees of National Grocers Co. Ltd. in its Advertising Department in the Province of Ontario, save and except Managers, persons above the rank of Manager, Assistant Managers, Art **Directors** and Secretaries. All matters relative to Advertising Department employees shall be governed by Appendix "A" of this Agreement.
- (c) The Company further **recognizes** the Union as the exclusive bargaining agent of all Office employees of the Company in its **Produce** Buying, Warehouse and Garage Offices at **Mississauga**, Ontario save and except Managers, Buyers, **Supervisors**, Fleet Co-ordinators, Fleet Co-ordination Clerks, Secretaries to the Vice Presidents of **Produce Merchandising** and Warehouse and **Transportation**. AU matters relative to such Office employees shall be governed by Appendix **"B"** of this Agreement.
- (d) The Company also **recognizes** the Union as the exclusive bargaining agent for any new National Grocers facility opened, as well as any new **Loblaws** facility that may be opened in the future.,
- 1.02(a) While persons who are not members of the bargaining units from time to time perform work in the Company's Warehouses; Advertising Department and **Produce** Buying,

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Warehouse and Garage Offices, the Company **agrees** that there will be no extension in this work performance beyond current practices. 3/1

- (i) Lumpers shall be allowed to break down Produce Loads.
  - (ii) In the event bananas have to be unloaded from the rail dock due to weather conditions the work will be done by warehousemen.
  - (b) The Company agrees that for any violation of this Article, it will pay a penalty of Three **Hundred Dollars (\$300.00)**, **provided** physical labour is involved and where it takes away from bargaining unit work.
  - (c) The Company has agreed that Supervisors will no longer do the work of Section Leaders when Section Leaders are absent. The back-up Section Leader will do the work.
- 1.03(a)(i)** It was agreed that the Company will be permitted to use part-time employees to a maximum of twenty-four (**24**) hours per week each to a total of two thousand (**2,000**) hours per week, inclusive of the normal part-time employees working Saturday and/or Sunday. Further, the Company has agreed to the use of part-time help to replace **full** time employees, who are absent due to sickness, accident, compensation, leave of absence, or bereavement on a one to one (**1 to 1**) basis within shifts and departments. During the months of May to September inclusive and the month of December, the Company has the ability to work part-time employees to replace full time employees on vacation on a one to one (**1 to 1**) basis within shifts and departments. 88/1

- 1.03(a)(ii)** Part-time employees may be scheduled to work in excess of **24** hours in any week when the circumstances outlined in **1.03(a)(i)** apply. When such circumstances arise, part-time employees who normally work the shift will be granted preference by seniority, by shift within the department to work in excess of **24** hours in any week provided they are able to perform the work. Such a part-time employee will receive a premium of **40** cents per hour for **all** regular hours worked that week. For clarity, if an employee is working over time, this provision will not be applicable. Further, when a part-time employee who is scheduled to work **24 hours** or less, works in excess of **24** hours except as provided for in **1.03(a)(i)**, he shall be paid at one and one half his part-time rate of pay for all hours worked beyond the **24** hours that week.

The Company has agreed that for any violation of the use of part-time provisions, it will pay to the Union a penalty of Three Hundred Dollars (**\$300.00**) for each infraction and further agreed that it will not hire part-time employees to replace full-time employees or to prevent the hiring of full-time employees.

In the event any regular full-time Warehouse employee is laid off, the use of part-time employees will be terminated until such time that all regular full-time warehouse employees, who are on lay-off, **are** returned to work.

Full time employees will be offered available overtime by shift and department prior to any part-time employees being offered overtime.

Notwithstanding the above, it shall be noted that part-time employees replacing full time employees on a one to one (**1 to 1**) basis shall be offered overtime as if they were full time employees.

- (b) Part-time employees shall not acquire seniority rights during a probationary period of ~~thirty~~ (**30**) worked days of accumulated service, unless a longer period is mutually **agreed** upon by the Union and the Company and such agreement will not be unreasonably 88/6

withheld. This shall be called the probationary period and shall apply to newly **hired** part-time employees. However, if an employee is continued in employment after such period seniority shall commence from the commencement of such continuous employment.

- (c) Part-time employees shall come under all pay provisions in this agreement, except their hourly rate of pay, which shall be set out in the following wage progression schedules.

	E f f e c t i v e	
	Date of Ratification <b>Sept 22/91</b>	Effective <b>April 26/92</b>
<b>Start</b>	<b>9.45</b>	<b>9.95</b>
6 months	<b>10.28</b>	<b>10.87</b>
<b>12</b> months	<b>11.11</b>	<b>11.79</b>
<b>18</b> months	<b>11.94</b>	<b>12.71</b>
<b>24</b> months	<b>12.77</b>	<b>13.63</b>
<b>30</b> months	<b>13.60</b>	<b>14.55</b>
<b>36</b> months	<b>14.45</b>	<b>15.45</b>

Wage adjustments under the automatic progression schedules **shall** be made half yearly for each employee, where appropriate, on the first full week of January, April, **July** and October. Where a new employee commences work within the quarter, he shall qualify for his first adjustment at the end of the half year, **provided** however, he commences work prior to the middle (**15th**) of the second month within the quarter. Should he commence work after the (**15th**) of the second month, he shall receive his first adjustment at the end of the succeeding half year.

Such employees shall pay to the support of the Union the amount of weekly dues, which shall be checked off. **They** shall not interfere with **the** seniority rights of full-time employees. **The** Company shall indicate on a check-off form if such an employee is a part-time employee.

Part-time summer employees who return in subsequent and consecutive summers shall receive preference for part-time jobs. And such employee shall receive the end rate of the part-time progression or their previous rate of pay plus any applicable general increase whichever is the greater.

Part-time employees who were on the payroll effective the date of ratification will receive their old rate of pay plus the applicable general increase or the end rate of the part-time progression, whichever is the greater.

- (d) All matters relative to part-time employees and their working conditions shall be contained in this paragraph **1.03** and Articles **4, 5, 13, 15, 18, 20.06, 20.08, 23** and **24** of this Agreement.

- (e)(i) The following holidays shall be **recognized** as legal holidays:
 

New Year's Day	Labour Day
<b>Good Friday</b>	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	<b>Boxing Day</b>
Civic Holiday	

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

- (a) three **(3)** months' service with the Company;
- (b) worked at least thirty-two **(32)** hours during the four **(4)** weeks immediately preceding the week during which the legal holiday occurs;
- (c) 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, time his standard rate of pay, with a minimum pay-out of six **(6)** hours.

- (iii) Notwithstanding **1.03(e)(ii)** above, during a week in which a legal **holiday occurs**, a part-time employee who **works** in excess of **24** hours in accordance with the provisions outlined in **1.03(a)(i)** shall receive pay for the legal holiday on the basis of 8 hours times the sum of his hourly rate and the forty cent premium referred to in **1.03(a)(ii)**.

- (iv) In addition to the above holidays, a four **(4)** hour holiday with pay will be observed on the last four **(4)** hours of an employees final scheduled work day immediately **preceeding** Christmas Day and immediately preceding New Years Day. For day shift employees, the four **(4)** hours holiday will be the last four **(4)** hours of their schedule for the work day prior to Christmas and the working day prior to New Years Day. For afternoon or night employees, the four **(4)** hours holiday will be scheduled so as to cause as little disruption to the operation as possible.

Afternoon and night shift employees who cannot be given time off on one or both of the four **(4)** hour holidays referred to above, will be so notified in advance and will be given equivalent time off at a mutually agreed upon alternative date(s).

An employee who works on any of the **aformentioned** legal holidays, shall receive two **(2)** times his regular hourly rate for all hours worked and shall, in addition, receive the appropriate holiday pay calculated at his standard hourly rate. The Union agrees to encourage employees to co-operate with the Company by working on legal holidays to meet operational requirements.

- (f) 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 per cent **(6%)** of their earning during the previous calendar year.

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

Such payment shall be made between May **1st** and June **30th** of the current year.

The Company agrees to **recognize** the accumulation of service from **year** to year to be deemed as appropriate seniority to qualify for Vacation Pay.

- (g) 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 a payment of fifty dollars **(\$50.00)**.

Employees who have been continuously employed by the Company for more than one **(1)** year as at December **15** of the **current** year shall receive a payment of 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 a payment of Ten Dollars **(\$10.00)**.

- (h)** Part-time employees will not be employed until all laid off full-time employees, who have **recall** rights and who have the ability and qualifications to perform the available work, have **been** extended a recall.

Full time employees refusing two days work or less can be bypassed on recall for future available work of two days or less.

- (i)** Part-time employees shall receive preference for available full-time employment based on seniority, provided that they have the ability and **qualifications** to perform the **requirements** of the job.

A part-time employee who becomes a full-time employee will be given fifty percent **(50%)** of his past seniority to a maximum of one **(1)** year. In the event 2 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.

Part-time employees will receive the greater of his/her part-time rate or the start rate of his/her **full-time** classification and shall proceed from that point in the full-time **wage progression**.

The **credit** will only be applicable to:

- (i)** Part-time employees **hired** for May through September, who become full-time employees during the same **period**; and
- (ii)** Part-time employees who are continuously employed (week-ends, etc.), who become full-time employees.
- (iii) The Company agrees to post adjacent to the **timesheets** by Friday at 4 p.m., the work schedule for the following week. Part-time employees **shall** be paid their scheduled hours provided they are available for the scheduled shifts.
- (j)** Regular part-time employees **will** be given shift preference according to their respective departments prior to shift assignments being given to part-time summer employees, provided they are available and that sufficient skills are maintained in their previous work area, in order to operate efficiently. When a part-time employee is called in to work on any day, he shall be paid for a minimum of 4 hours at the appropriate rate of pay if work is not available.
- (k)** A part-time employee must be on the payroll prior to May **1st** to qualify for the safety shoe allowance.

(l) **PART-TIME BENEFITS**

(i) An employee is eligible for an **O.H.I.P.** Premium rebate 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. 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.

(ii) 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. Dependents of employees are not eligible for **OHIP Premiums.**

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

(m) The Company agrees to provide Optical coverage for employees including the children of single parents as follows: •

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.

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 dollars **(\$200.00)** once every **two (2)** years.

Payment will be made upon the receipt of proof of purchase.  
Dependents of employee are not eligible for Optical coverage.

(n) 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 **17:01** of the main body of this Collective Agreement.

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 **17:01** of the main body of 'this Collective Agreement.

(o) An employee and the children of single parents are eligible for Dental Expense Insurance and shall be insured on the month coincident with or **first** following one **(1)** year of continuous employment with the Company, the dental expense insurance **will** be provided to the children of single parents provided the employee has **worked** at least four hundred **(400)** hours in the previous calendar year.  
Dependents of employees are not eligible for Dental Expense Insurance.

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 1984 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.

Covered dental services shall be the following: -

#### **PART "A"**

1. oral examination and diagnosis,
2. **complete series** of **periapical** films but not more than once in any five (5) year **period**;
3. prophylaxis including **scaling** and polishing of teeth but not **more** than once in **any six (6)** month period;
4. **bitewing** x-rays but not more than once in any six (6) month, **period**;
5. topical application of any **anti-cariogenic** agent (e.g., **stannous** fluoride);
6. plastic **fillings** (amalgam, silicate, **acrylic** or equivalent);
7. emergency treatment;
8. space maintainers not involving the movement of **teeth**;
9. periodontal treatment including surgery and post surgical treatment, **excluding** prothesis and appliances;
10. **endodontic** treatment (root canal therapy);
11. oral surgical **procedures** including the removal of teeth (**erupted, unerupted, or impacted**);
12. general anaesthesia in connection with oral surgery;
13. x-rays in **connection** with oral surgery;
14. injections of **antibiotic** drugs by the attending dentist

#### **PART "B"**

1. inlays and crowns
2. complete dentures
3. **partial dentures**
4. fixed bridgework
5. repair or **recementing** of crowns, inlays, bridgework and dentures or relining of **dentures**
6. periodontal prothesis or appliances.

#### **PART "B" BENEFITS DO NOT PROVIDE**

1. services which are cosmetic in nature
2. 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
3. **dentures** which have been lost, stolen or mislaid
4. 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**
5. 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

6. 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.

(p) The services set out in parts A and B hereof shall be subject to the following limitations for which Dental Expense Insurance is not payable: -  
 services covered by Workers' Compensation or similar nature;  
 services which the employee is eligible for, or entitled to, under any statute;  
 services for which reimbursement 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;  
 services required because of **willfully** self-inflicted injuries;  
 services **by** other than a dentist except those services which may be performed by legally qualified **auxiliary** personnel under the supervision of a dentist.

(q) If employment is terminated because of retirement or if employment is interrupted because of disability or lay-off when an employee receives an U.K. Separation Certificate 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)**.

(r) The Employer agrees **to** provide prescription drug coverage for part-time employees including the children of single parents, effective May **1, 1987**, for employees after one **(1)** year of service provided he has worked at least four hundred **(400)** hours **in** the previous calendar year.

For prescribed drugs, 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 less a fifty cent **(50)** cent deductible.

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 **(i)** above, which are normally considered over-the-counter preparations and not requiring a prescription;
- (vii) cost of delivery.



**ICLE 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, 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 In transfers **and promotions** to better paid jobs, demotions, **lay offs and recalls**, seniority shall be the governing **factor** provided the senior employee **has sufficient ability and** qualification to perform the work Seniority shall be exercised on an overall basis with the Company's warehouse and divisional departments.
- All probationary employees and part-time employees **shall** be laid off prior to the lay off of a full time employee.
- 2.04 In the event of the closing of a Department, the Company will notify the Union of such closing sixty (60) days prior to such closing taking place. The employee affected in the Department will be trained for other positions in the bargaining unit, based on his or her ability, qualifications and seniority. Employees so affected will be paid not less than their rate at the time of the change, for the duration of the Agreement.
- 2.04(a) In the event the Company introduces technological change or in the event of a shift or department closure on a permanent or indefinite basis but without any resulting lay off out of the bargaining unit concerned, the employee(s) in that job classification and/or shift with the least seniority who are affected **shall** be deemed to be redundant and they shall be notified in writing by the Company of such redundancy. Notice in writing to be **60** days prior to such redundancy.
- (b)(i) Any employee(s) who is declared redundant under this provision shall have the right to exercise their seniority to displace the most junior employee within any shift and any classification of his/her choice provided the employee has **more** seniority and the qualifications and ability to do the job.
- (ii) Any junior employee(s) who is displaced **from** his job under this provision by a more senior employee(s) shall similarly be entitled to exercise his seniority in accordance with **(bi)** of this provision, if further displacement of employee(s) result.
- The last displaced employee(s) would have the opportunity to remain on the shift from which **he/she** was displaced, providing there is an operational **requirement**. In the event there is no operational requirement, the Union and the Company will meet to discuss the placement of this/these employee(s).
- (c) An employee(s) who is displaced in accordance with the above provisions shall be eligible for a period of **18** months from the date of his displacement for recall to that classification from which he was displaced.
- (d) In the event a permanent or indefinite staffing adjustment is required for circumstances other than those outlined in paragraph "A" of this provision, the Company and the Union will meet to discuss the required adjustments. Should the Union disagree with the

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Company's position, the subject may become a matter for grievance and arbitration procedure.

2.05(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.

2.06 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 appropriate Distribution Manager and/or Industrial Relations Manager. 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 of the delivery by registered mail of Notice of Recall;
- (g) **fails** to return to work upon the conclusion of a leave of absence without reasonable cause;
- (h) fails to take medical examination by a duly qualified medical practitioner when asked to do so by one of the Warehouse Managers, as follows; Hans Urban, Jeff Allen or John Stewart or their incumbent equivalents.
- (i) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority lists for a minimum of six **(6)** months up to a period equal to his seniority date of lay-off, up to a maximum of eighteen **(18)** months.

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2.07 If an employee is absent from work **because** of sickness or disability, he shall not lose seniority rights except as provided in paragraphs 2.06(d) and (e) of this Agreement. When such an employee returns to work, he shall be returned to the position that he held prior to his absence, provided that he possesses the ability and physical **fitness** to perform the requirements of the job. It is understood that in these circumstances such an employee, who returns to a posted position, shall displace the most recently appointed employee to the classification in question.

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

2.08 Employees who are promoted to positions not covered by this Agreement shall retain their seniority after promotion for a period of six **(6)** months. If demoted or transferred to a position within the bargaining unit within this six **(6)** month period, the time served

outside the bargaining unit shall be included in his seniority. If such employee requests to return to the bargaining unit, **within** the six **(6)** month period, he shall be permitted to do so.

- 2.09** Employees demoted because of Department closures or because of the return of persons outside the bargaining unit to the bargaining unit as permitted in paragraph **2.08** of this Agreement, shall retain their former rate for a period of eight **(8)** weeks.
- 2.10** Persons outside the bargaining unit returning to the bargaining unit as permitted by paragraph **2.08** of this Agreement shall return to a position no higher than their former position in the bargaining **unit**.
- 2.11** 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:
- (a) Full-time employees with up to two **(2)** but less than five **(5)** years of **service** will receive one **(1)** week's notice or one **(1)** week's pay in lieu **thereof**;
  - (b) Full-time employees with more than two **(2)** but less than **five (5)** years of **service** will receive two week's notice or two **(2)** weeks' pay in lieu **thereof**;
  - (c) 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**;
  - (d) 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**;
  - (e) **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;
  - (f) Sub-paragraphs (a) and (e) 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.
  - (g) The Company has agreed to a severance pay provision as follows:  
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)**. This provision is in addition to any entitlement **for notice of lay-off** and the Employment Standards Act.
- 2.12** 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 continua to be satisfactory, or the Company may choose to pay the employee a week's pay subsequent to the notice and terminate his employment.
- 2.13** Full time employees who are laid off or voluntarily terminate from the **full** time payroll, shall if they so desire, be placed on the part-time payroll and be credited with their accumulated full and if applicable part-time seniority with the Company and shall be placed on the part-time wage scale in accordance with that seniority. (In the event an employee is in receipt of Company pension benefits and reverts to part-time, the employee will not be eligible for **re-entry** to the pension plan).

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**ARTICLE 3 - HOURS OF WORK**

- 3.01(a)** The present total hours of work scheduled per week will continue during the lifetime of this Agreement.
- (b)** Employees shall have a scheduled starting and quitting time, but such schedules do not constitute any guarantee of hours per day or week. Employees are expected to be at work on time. Failure to do so could result in disciplinary action.
- (c)** Regular employees shall be given three **(3)** working days' noticed of change in their regular working schedule, prior to such change being implemented, except in **the** case of sickness, accident, bereavement, major fire or flood.
- (d)(i)** The Warehouse Grocery Assembly and Supply and Repack start and quit times will be constant as follows:
- Day Shift - **7:00** a.m. to **3:00** p.m.  
 Afternoon shift - **3:00** p.m. to **11:00** p.m.  
 Night Shift - **11:00** p.m. to **7:00** a.m.
- (ii)** Produce Dept. (Dairy Dept. where applicable) will be constant as follows:
- Day Shift - **7:00** a.m. to **3:00** p.m.  
 Afternoon shift - **3:00** p.m. to **11:00** p.m.  
 Night shift - **11:00** p.m. to **7:00** a.m.
- (iii)** Surveyors Road will be constant as follows:
- Day Shift - **6:30** a.m. to **2:30** p.m.  
**Afternoons** Shift - **4:00** p.m. to **12:00** am.  
 Night Shift - **12:00** a.m. to **8:00** a.m.
- (iv)** **Rimini** Mews will be constant as follows:
- Day Shift - **7:00** a.m. to **3:00** p.m.
- 3.02** The Company agrees to pay employees for all hours worked in excess of or outside of the daily or weekly schedule at the rate of time and one-half **(1 1/2)** of the standard rate of pay, except those employees who normally work on Saturdays and Sundays, who will be paid at straight time for their normal schedule of hours.
- Employees normally scheduled Wednesdays through Sundays and Saturdays through Wednesdays - Days, shall receive a premium of twenty-five cents **(25 cent)** per hour for **all hours** worked on their regularly scheduled Saturdays and Sundays.
- 3.03(a)** 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 Warehouse requirements.
- (b)** In the event that an employee works daily overtime, the first two **(2)** hours of such overtime shall be paid at the rate of one and one-half **(1 1/2)** times his standard hourly rate. Overtime work in excess of two **(2)** hours on that day shall be paid at the rate of two **(2)** times his standard rate of pay.

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3.04(a)

**DAILY OVERTIME WORK**

In the event that daily overtime work is required, the Company shall offer such daily overtime work by seniority by rotation, according to shift and department to those employee(s) who have the ability and qualifications to perform the overtime and who have indicated that they are desirous of performing daily overtime work. The rotation sequence will not be altered if an employee misses his turn for such overtime work.

**SIXTH, SEVENTH OR STATUTORY HOLIDAY WORK**

In the event that **6th, 7th** or Statutory Holiday work is required, the Company shall offer such overtime work so that all persons in a department are offered the overtime by shift sequence. **eg.** day then afternoon then nights, before overtime work is offered to persons in **another** department and such overtime work will be by seniority by rotation according to department and shift to those employees who have the ability and qualifications to perform the overtime and who have indicated that they are desirous of performing **6th, 7th** or Statutory Holiday work. The rotation sequence will not be altered if an employee misses his turn for such overtime work.

(b) Employees who are required to work **6th** or **7th** day in any week will be paid for all hours worked on the **6th** or **7th** day at the rate of two (2) times their standard rate of pay.

(c) Saturday is deemed to be the **7th** day of the week for employees who are scheduled to work Sunday through Thursday.

Sunday is deemed to be the **7th** day of the week for employees who are scheduled to work Monday through Friday.

When an employee works on his **7th** day and continues to work into the following day, the overtime provisions of paragraph **3.04(b)** of **this** Agreement will apply on all hours worked on that shift

(d) Employees who are absent from work for any reason will be scheduled for sixth (**6th**) or seventh (**7**) day or statutory holiday work, provided they advise the Company that they **will** be available, no later than two (**2**) hours prior to the completion of their regular shift and they have been cleared to return to work by the Medical Department if they have been absent on Weekly Indemnity, Workers' Compensation or Long Term Disability benefits.

(e) Where overtime is required at specific job functions and employees on overtime are not displacing employees from their normal duties, employees on overtime may remain on these job functions.

3.05 Regularly scheduled hours will be in six (**6**) minute segments and persons to **be** docked will be docked in six (**6**) minute segments. Overtime will continue to be paid in six (**6**) minute segments.

3.06 Employees shall not be given time off to avoid the application of overtime rates.

3.07 It is understood that the half (**1/2**) hour lunch period be discontinued. Employees shall receive two (**2**) paid twenty (**20**) minute rest periods in a full shift, one in each half shift.

3.08 Where an employee works at least two (**2**) hours' overtime over and above his regular working day, he or she shall be given a meal allowance of three dollars and fifty cents (**\$3.50**). Such meal allowance shall be paid by separate cheque on a weekly basis. In addition, he or she will be entitled to a paid **15** minute rest period for each two (**2**) hours period of overtime.

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3.09 Where two (2) hours or more of overtime is contemplated, the Company will, where possible, give the employee at least two (2) hours' notice before the completion of their regular shift.

Where less than two (2) hours' overtime is involved, every effort will be made by the Company to give the employees as much notice as possible.

**ARTICLE 4 - PREMIUM PAY**

4.01 Produce Department Employees regularly scheduled to work on Sunday - Days or Afternoons - shall receive a premium of twenty-five cents (25 cent) per hour for all hours paid on their regularly scheduled Sunday shift

**ARTICLE 5 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

5.01(a) Employees are expected to attend work **regularly**. Employees shall notify the appropriate persons designated by the Company of their intent to be absent prior to the commencement of their shift, giving the reason why the employee is unable to report, when he expects to **return** to work and how he can be reached **relative** to his absence.

An employee who fails to give such notification, may be subject to disciplinary measures unless his failure to notify the Company is for reasonable cause.

(b) The Industrial Relations Department or the appropriate Distribution Manager may require an employee who has been absent due to sickness or accident in excess of **three** of his **normally** scheduled days of work, to produce a certificate from a duly qualified Medical Practitioner stating said employee was unable to attend work. The Company agrees to pay an employee for the additional cost incurred in obtaining the certificate beyond what **O.H.I.P.** provides. It **shall** be the duty of all employees to notify the Company without **delay** of any change in their addresses and telephone numbers and any change in their marital status.

5.02 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 of the receipt of the employee's request. **When** the 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 grievance and **processed** accordingly. Any leave of absence in excess of one (1) day granted in conjunction with the employee's vacation **will** be deemed to follow his vacation period.

5.03 The provisions of the Employment Standards Act shall apply as it relates to maternity and paternity leaves of absence.

5.04(a) 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 representative and shall be entitled to return to the bargaining unit should their services be **terminated** by the Union, with full accumulated seniority.

(b) The Company agrees to grant paid education leave to a maximum of twelve (12) weeks per year to members designated by the Union.

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5.05 An Arbitration Board dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by 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 6 - CALL-TIME**

6.01(a) Any employee called in to work more than three (3) hours prior to the commencement of his shift will receive one and one-half (1 1/2) times his standard rate of pay for such hours and shall be guaranteed a minimum of three (3) hours' pay at the premium rate. In the event that such an employee works in **excess** of two (2) hours on call-in he shall be paid at the rate of two (2) times his standard rate of pay. It is understood that the first two (2) hours shall be paid at the rate of one and **one-half (1 1/2)** times the standard rate of pay of the employee.

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(b) Any employee who is notified in advance that he is required to work on his 6th or 7th day (as defined in sub-paragraph 3.04 (b) of this Agreement) or on a legal 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.

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6.02(a) Any employee **called** back to work after the completion of his shift will receive one and **one-half (1 1/2)** times his normal hourly rate from the time he leaves his home until he returns home and shall be guaranteed a minimum of three (3) hours' pay at the **premium** rate. In the event that such an employee works in excess of two (2) hours on a call-back, he shall be paid for such work in excess of two (2) hours at the rate paid for such work in excess of two (2) hours at the rate of two (2) times his standard rate of pay. It is understood that the first two (2) hours shall be paid at the rate of one and **one-half (1 1/2)** times the standard rate of pay of the employee.

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(b) Any employee **called** in to work on his 6th or 7th day (as defined in sub-paragraph 3.04 (b) of this Agreement) or on a legal holiday shall receive two (2) times his standard rate of pay from the time he leaves his home until he returns home and shall be guaranteed a minimum of three (3) hours' pay at the premium rate.

**ARTICLE 7 - LEGAL HOLIDAYS**

7.01(a) The following holidays shall be **recognized** as legal holidays:  
New Year's Day  
**Good Friday**  
**Victoria Day**  
Dominion Day  
Civic Holiday  
Labour Day  
**Thanksgiving Day**  
Christmas Day  
Boxing Day

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In the event that 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).

(b) In addition to the above holidays, a four (4) **hour holiday** <sup>+1</sup> with pay will be observed on the last four (4) hours of an employee's final regularly scheduled work day immediately preceding Christmas Day and immediately preceding New Year's Day. **For** day-shift employees, the four (4) hours holiday will be the last four (4) hours of their schedule for the work day prior to Christmas and the working day prior to New Year's Day. For afternoon or night employees, the four (4) hours holiday will be scheduled so as to cause as little disruption to the operation as possible.

Afternoon and night shift employees who cannot be given time off on one or both of the four (4) hour holidays referred to above, will be so notified in advance and will be given equivalent time off at a mutually agreed upon alternative date(s).

- (c) A full-time employee covered by this Agreement shall be eligible for a personal holiday with pay once during each calendar year, to be taken at a date on or about his birthday. This day may be taken at any time during the year, if it is scheduled and is based on mutual agreement between the employee and the Company.
- 7.02 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 Foreperson (or in the case of an Advertising Department employee, his Department Manager; or in the case of Produce Buying Office, Warehouse Office and Garage Office employee, his Office Manager), to be absent on one of the qualifying days. Employees who are off on compensation, accident or **illness shall** receive 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.
- 7.03 An employee who works on any of the aforementioned legal holidays shall receive two (2) times his regular hourly rate for all hours worked and shall, in addition, **receive** the appropriate holiday pay calculated at his standard hourly rate. The Union agrees to encourage employees to cooperate with the Company by working on legal holidays to meet Warehouse requirements.
- 7.04 When a holiday as listed is observed in any week, employees will work a four (4) day week and shall receive (5) days' pay at the standard rate of pay.
- 7.05 When two (2) holidays as listed are observed in any week, employees will work a three (3) day week and shall receive five (5) days' pay at the standard rate of pay.
- 7.06 Employees shall receive credit for the statutory holiday hours in the calculation of weekly overtime.
- 7.07 **Day, Afternoon and Night Shifts**  
When a legal holiday falls on a Monday, for those employees who are scheduled to work on a Monday to Friday Afternoon or Night Shift, the holiday will be deemed to be the Monday afternoon or night. For those employees scheduled to work Sunday to Thursday day shift, the holiday will be deemed to be the Sunday day. For those employees who are scheduled to work on the basis of a Sunday to Thursday Afternoon or Night Shift, the holiday will be deemed to be the Sunday afternoon or night. When a legal holiday falls on any other day than a Monday, the afternoon or night before shall be deemed to be the holiday.

## **ARTICLE 8 - VACATIONS**

- 8.01 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. 16(current year)	4 days
Sept. 16(previous year) - Dec. 15(previous yr)	1 week
Aug. 16(previous year) - Sept. 15(previous yr)	1 week plus 1 day
July 16(previous year) - Aug. 15(previous yr)	1 week plus 2 days
June 16(previous yr) - July 15 (previous yr)	1 week plus 3 days
May 16(previous year) - June 15(previous yr)	1 week plus 4 days
May 1(previous year) - May 15(previous yr)	2 weeks
Prior to May 1(previous year)	2 weeks

An employee who, in accordance with the foregoing is entitled to less than two (2) weeks of vacation, shall receive a vacation pay allowance based on the amount equal to his vacation entitlement, calculated at his normal hourly rate or four per cent (4%) of his total earnings in the previous calendar year as defined in paragraph 8.08, if applicable, whichever is the greater. An employee who, in accordance with the foregoing, is entitled to two (2) weeks of vacation shall receive a vacation pay allowance of two (2) weeks pay, calculated at his normal hourly rate or four per cent (4%) of his total earning in the previous calendar year as defined in paragraph 8.08, whichever is greater.

- 8.02 Vacation entitlement will be calculated on each year of service ending with September 30th.
- 8.03 Employees who have been employed by the Company for less than five (5) years shall be entitled to two (2) weeks' vacation with pay.
- 8.04 Employees who have been employed by the Company for more than (5) years shall be entitled to three (3) weeks' vacation with pay.
- 8.05 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.
- 8.06(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 May 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 May 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. Two (2) of these seven (7) weeks shall be taken during the months of January to May 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 of each year. The Company agrees that permission to take this week(s) of vacation in these circumstances will not be unreasonably withheld

It is agreed that at least one (1) employee in each department on each shift shall be entitled to take Christmas week as a week of their vacation entitlement. Preference shall be given each year by seniority on a rotation basis to those employees who have

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indicated that they are desirous of have Christmas week as a week of their vacation. Any employee having taken a week of vacation during the said period in any year, shall revert to the bottom of a rotation sequence list for future entitlements.

- 8.07** The vacation pay **allowance** referred to in this Article will be calculated as follows:
- An employee entitled to three **(3)**, four **(4)**, five **(5)**, six **(6)** or seven **(7)** weeks' of vacation will receive three **(3)**, four **(4)**, five **(5)**, six **(6)** or seven **(7)** weeks' pay respectively, calculated at his rate per hour at the time he goes on vacation or **6%, 8%, 10%, 12%** or **14%** respectively of his total earnings in the previous calendar year as herein **defined**, whichever is the greater.
- For purposes of clarity, the percentage payment referred to throughout this Article shall apply to the total earnings of the employee during the previous calendar year as shown on the employee's **T4** and **T4A** forms.
- 8.08** 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)** years' 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 pay of the employee for all work done by him in the current vacation year up to and including his date of termination. Employees with over five years' service **shall** receive **three-twelfths (3/12)** or **6%** on the above basis, those with over nine **(9)** years' service shall receive four-twelfths **(4/12)** or **8%** on the above basis, those with over sixteen **(16)** years' service shall receive five-twelfths **(5/12)** or **10%** on the above basis, those with over twenty-five **(25)** years' service shall receive six-twelfths **(6/12)** or **12%** on the same basis and those with over thirty **(30)** years' service 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.
- 8.09** When a legal holiday as defined in Article 7 occurs during the employee's vacation period, such employee shall be entitled to receive either one **(1)** extra day's 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., Friday preceding or Sunday or Monday following, whichever is applicable.
  - (b)** In certain cases, the employee may wish to save the extra day for a special occasion later in the year. In the event an employee is entitled to an extra day off due to a legal holiday falling in his vacation, the extra day off must be taken before the end of 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 with the employee's Foreperson, Department Manager or Office Manager at least two **(2)** weeks in advance of the employee's vacation period.
- 8.10** The vacation schedule shall be posted by April **1st** of each year and an employee shall not have his vacation changed unless unforeseen circumstances arise which necessitate a change. The Company agrees that preference shall be granted to employees as to the time of vacation, where possible, on the basis of seniority by department.
- 8.11** Vacations are not cumulative nor can they be carried over from year to year. Employees who are entitled to four **(4)** weeks or less of vacation shall take no more than two **(2)** weeks of vacation during July and August. Employees who are entitled to five **(5)** weeks

or more of vacation shall take no more than **three (3)** weeks of 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 or Monday, depending on the scheduled work week of the employee 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 work week will be combined to make one pay.

- 8.12** The period for taking vacations will be between the months of March and October, inclusive. Employees shall be permitted to take their full vacation entitlement during this period, except as provided in paragraphs **8.06** (a),(b),(c) and **(d)** of this Agreement.
- 8.13** Where an employee is absent on lay-off or on leave of absence (which shall not include absence due to sickness, 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 rate basis. When an employee is absent due to sickness, accident or compensation for less than one **(1)** year, he shall be paid his vacation pay in accordance with paragraphs **8.01, 8.03, 8.04, 8.05** and **8.06** of this Agreement. When an employee has been absent for more than one **(1)** year, he **shall** not be entitled to vacation pay.
- 8.14** 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 forty **(40)** times the employee's base rate per hour - forty **(40)** hours being the normal work week or each **day** being calculated at eight **(8)** times the employee's base rate per hour eight **(8)** hours being the normal work day.

#### **ARTICLE 9 - WELFARE, INSURANCE AND PENSION BENEFITS**

- 9.01** For the duration of this Agreement, the Welfare and Insurance Benefits programme shall be set out in Appendix "**C**" and is hereinafter referred to as the "Programme".
- 9.02** The **coverages** described in Appendix "**C**" **shall** be provided under Group Insurance contract 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 Programme, the Company agrees that it will meet with the Union to discuss and reach a mutually agreed upon equitable solution to the problem.
- 9.03** ~~The Company will pay the full insurance premiums for~~ the applicable coverage in accordance with the terms of the Programme. The Company shall receive and retain any surplus, credits or refunds under whatever name arising out of the Programme. *see p. 50*
- 9.04** The Company shall arrange for the administration of the Programme, subject to its provisions.
- 9.05** 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.
- 9.06** The Insurance benefits outlined in Appendix "**C**" shall become effective on the date of ratification of this Agreement with respect to employees then at work and on the first day worked thereafter with respect to other employees.
- 9.07** 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 "D". 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.

**ARTICLE 10- WAGES**

**10.01(a)** All employees on the payroll of the Company as of the date of ratification, September 22, 1991, shall receive a \$1.00 per hour general increase retroactive on all paid hours at the appropriate straight time and overtime rate calculations ~~as of April 28, 1991~~ and applied to qualified weekly indemnity, long term disability and Compensation benefits and retirees since April 28, 1991. 50, A  
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(b) Effective date of ratification September 22, 1991, all Receiver Checker, Truck Control Board Operator and Section Leader classifications shall receive a wage adjustment increase of 20 cents per hour to their base rate in addition to the \$1.00 per hour increase.

(c) Effective April 26, 1992, all employees on the payroll of the Company on that date will receive a further general increase of \$1.00 per hour.

(d) All contract rates will be amended to reflect the increases on a pro rata basis of fifty percent (50%) on the start rate and one hundred percent (100%) on the end rate of pay.

**10.02** Notwithstanding this provision, there will be no Cost of Living Adjustment during the lifetime of this Agreement expiring May 1st, 1993.

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 quarter annually on the Monday closest to the first days of November, February, May and August, based on the Consumer Price Index for Canada (1981 = 100), published by Statistics Canada.

The basic Consumer Price Index upon which this paragraph has been based is 127.2 (being the Consumer Price Index for June 1985, published in July 1985).

It is agreed that an increase or decrease of 0.5 in the index reflects an increase or decrease of one cent (1 cent) per hour.

It is further agreed by the Union and the Company that the standard hourly rates as set forth in this Article 10 shall not be adjusted downward by virtue to this provision and that the maximum hourly adjustments resulting from fluctuations in the Consumer Price Index shall be limited to fifteen cents (15 cents) per hour during the period from April 28th, 1991 to April 30th, 1992 and to fifteen cents (15 cent) per hour during the period from May 1st, 1992 to May 1st, 1993.

**10.03** The job classifications, wage rates (except as provided in paragraph 10.02 of this Agreement) 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.

**10.04(a)** All regular full-time warehouse and Divisional Department employees covered by this Agreement shall be placed in one of the following appropriate wage progressions as of April 28th, 1991 based on the general increase referred to in sub-paragraph 10.01 (a) herein and will progress thereafter in that wage schedule in successive three (3) month intervals as set forth in sub-paragraph 10.07 of this Agreement.

The following schedule of job classifications and rates of pay for all employees covered by this Agreement shall be effective as of September 22, 1991:

Effective as of Date of RatificationApril 28, 1991

<u>CLASSIFICATION</u>	<u>3 MONTHS</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>9 MONTHS</u>	<u>12 MONTHS</u>
#1 Warehouse General	13.32	14.88	16.44	18.00	19.57
#2 Warehouse General Afternoons or Nights	13.92	15.48	17.04	18.60	20.17
#3 Frozen Foods Days	13.57	15.13	16.69	18.25	19.82
#4 Frozen Foods Afternoons or Nights (Sun.-Thurs)	14.22	15.78	17.34	18.90	20.47
#7 Forklift Operator (Days)	13.47	15.03	16.59	18.15	19.72
#8 Forklift Operator (Afternoons or Nights)	14.07	15.63	17.19	18.75	20.32
#10 Replenisher Days	19.72				
#11 Replenisher Afternoons or Nights	20.32				
#12 Receiver/Checker Days	19.72				
#13 Receiver/Checker Afternoons or Nights	20.32				
#14 Truck Control Board Operator Days	19.72				
#15 Truck Control Board Operator Afternoons or Night	20.32				
#16 Section Leader Days	19.87				
#17 Section Leader Afternoons or Nights	20.47				

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<b><u>CLASSIFICATION</u></b>	<b><u>START</u></b>	<b><u>3 MONTHS</u></b>	<b><u>6 MONTHS</u></b>	<b><u>9 MONTHS</u></b>	<b><u>12 MONTH</u></b>
#19 Time Clerk Days	13.81	16.72	19.63		
#20 Time Clerk Afternoon or Nights	14.41	16.82	19.23		
#21 Janitor Days	19.57				
#22 Janitor Aft./Night	20.17				
#26 Warehouse Clerk "A" Days	13.32	14.88	16.44	18.00	19.57
#3 1 Section Leader Frozen Foods Days	20.12				
#32 Section Leader Frozen Foods Aft. (Sun.-Thur)	20.77				
#34 Warehouse Clerk "A" Aft.or Night	13.92	15.48	17.04	18.60	20.17
#35 Warehouse Clerk "A" Aft.or Night (Sun.-Thur)	13.97	15.53	17.09	18.65	20.22
#36 Loader Days	19.57				
#37 Loader Aft. or Nights	20.17				
#38 Loader Frozen Aft or Nights (Sun.-Thur)	20.47				
#39 Forklift <b>Operater</b> Frozen Foods Days	19.82				
#40 Lift Operator Days	19.57				
#41 Lift Operator Aft. or Nights	20.17				
#42 Lift Operator Frozen Foods Days	19.82				

**Effective as of April 26, 1992**

<b>CLASSIFICATION</b>	<b>START</b>	<b>3</b>	<b>6 MONTHS</b>	<b>9 MONTHS</b>	<b>12 MONTH</b>
#1 warehouse General	13.82	15.51	17.20	18.89	20.57
#2 Warehouse General Afternoons or Nights	14.42	16.11	17.80	19.49	21.17
#3 Frozen Foods Days	14.07	15.76	17.45	19.14	20.82
#4 Frozen Foods Afternoons or Nights (Sun.-Thurs)	14.72	16.41	18.10	19.79	21.47
#7 Forklift Operator (Days)	13.97	15.66	17.35	19.04	20.72
#8 Forklift Operator (Afternoons or Nights)	14.57	16.26	17.95	19.64	21.32
#10 Replenisher Days	20.72				
#11 Replenisher Afternoons or Nights	21.32				
# 12 Receiver/Checker Days	20.72				
#13 Receiver/Checker Afternoons or Nights	21.32				
#14 Truck Control Board Operator Days	20.72				
#15 Truck Control Board Operator Afternoons or Night	21.32				
#16 Section Leader Days	20.87				
#17 Section Leader Aft. or Nights	21.47				

Base

<b><u>CLASSIFICATION</u></b>	<b><u>START</u></b>	<b><u>3 MONTHS</u></b>	<b><u>6 MONTHS</u></b>	<b><u>9 MONTHS</u></b>	<b><u>12 MONTH</u></b>
# 19 Time Clerk Days	14.31	17.47	20.63		
#20 Time Clerk Afternoon or Nights	14.91	17.57	20.23		
#21 Janitor Day	20.57				
#22 Janitor Aft./Night	21.17				
#26 Warehouse Clerk "A" Days	13.82	15.51	17.20	18.89	20.57
#31 Section Leader <b>Frozen</b> Foods Days	21.12				
#32 Section Leader <b>Frozen</b> Foods Aft. (Sun.-Thur)	21.77				
#34 Warehouse Clerk "A" Aft.or Night	14.42	16.11	17.80	19.49	21.17
#35 Warehouse Clerk "A" Aft.or Night (Sun.-Thur)	14.47	16.16	17.85	19.54	21.22
#36 Loader Days	20.57				
#37 Loader Aft. or Nights	21.17				
#38 Loader Frozen Aft or Nights (Sun.-Thur)	21.47				
#39 Forklift <b>Operator</b> Frozen Foods Days	20.82				
#40 Lift Operator Days	20.57				
#41 Lift Operator Aft.. or Nights	21.17				
#42 Lift Operator Frozen Foods Days	20.82				



- 10.05** 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 wage increases in accordance **with** the wage schedule and be deemed to have the appropriate service.
- 10.06** No wage currently enjoyed by an employee which is in excess of the rate 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 those rates set out in the classification schedule.
- 10.07** 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** date 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.

#### **ARTICLE 11 - TEMPORARY ASSIGNMENTS AND DAILY ASSIGNMENTS**

##### **TEMPORARY ASSIGNMENTS**

- 11.01** No temporary assignments shall be less than one (**1**) regular work week nor shall it exceed four (**4**) regular work weeks without mutual consent and such consent shall be in writing.
- 11.02** When general warehouse employee accepts a temporary assignment, he shall carry his seniority into the classification he has been assigned.
- 11.03(a)** When an employee is assigned temporarily to a Supervisor's position, he shall continue to be a member of the bargaining unit and be covered by the terms of this Agreement.
- (b)** When an employee is temporarily assigned to perform duties of a Supervisor, he shall receive a premium of fifty cents (**50** cents) per hour in addition to his regular rate.
- 11.04** The Union will be notified when an employee is temporarily assigned to perform duties excluded from the bargaining unit.
- 11.05** Temporary assignments shall be filled by seniority, **qualification** being sufficient, within shift then department. Failing acceptance of temporary Assignment the most junior qualified general warehouseman on **the** shift will be required to accept **the** assignment.

##### **DAILY ASSIGNMENTS**

- 11.06** **Where** there is a requirement for work within a classification that does not warrant a temporary assignment or job posting, said work shall be done as a daily assignment.
- 11.07** A daily assignment shall be done at the beginning of a shift or when the need arises by seniority, qualification being sufficient, and limited to the general warehouse classification.
- 11.08** Anyone from the general warehouse classification accepting a daily assignment, shall receive their own rate of pay or the rate of pay for the classification in which they work, whichever is greater.

- 11.09(a) Anyone from the general warehouse classification accepting a daily assignment within their own shift and department, **shall** be entitled to available overtime within their own classification.
- (b) Anyone from the general warehouse classification accepting a daily assignment in a department other than their own and will work four **(4)** hours or more, shall be entitled to overtime opportunities in the department to which the employee accepts the assignment only after all the employees who regularly work within **the** classification on the shift have been asked.
- 11.10 Daily assignments shall be **filled** by seniority, qualifications being sufficient, within shift then department. Failing acceptance of Daily Assignment **the** most junior qualified general Warehouseman on the shift will be required to accept the assignment.

#### **ARTICLE 12-JOB POSTING**

12.01 When a vacancy occurs in any job which is likely to remain open for over four **(4)** **regular** work weeks (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 five **(5)** 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. The Company will provide the Union with the name and employee number of the persons who applied for the job.

If an employee applies for a posting and is named the successful applicant, he will be required to accept the position.

A probationary period of sixty **(60)** calendar days shall apply to promotions.

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.

12.02(a) Where the senior employee has relatively equal ability and qualifications for the vacancy in relation to other applicants, he shall receive the promotion. For the purposes of this paragraph, the senior employee shall mean the employee with the most continuous length of service within the bargaining unit.

When the senior employee does not have relatively equal ability and qualifications for the vacancy in relation to other applicants and a less senior employee is chosen, the Company will make its choice known to the Union before announcing **the** name of the successful applicant. Should the Union wish to make representations to the Company concerning the Company's choice, the Union must do so within five **(5)** working days and the Union and the Company agree to meet to discuss the Company's choice. If thereafter this question is unresolved, it may be made the subject of a grievance.

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.

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

12.03 A job vacancy shall be deemed not to exist where the work available for the job is not sufficient to warrant it being filled.

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**ARTICLE 13 - UNION SECURITY**

13.01(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.

(c) The Company agrees to deduct from the pay of each regular 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, plant location, department and Social Insurance Number, separated in full-time and part-time.

13.02 The Company **agrees** to **recognize** officers, so designated by the Union, from each Local 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, so designated by the Union, for the purposes of collective bargaining **negotiations** with the Company. The Committee will be afforded the necessary time **off with pay** to attend such meetings with representatives of the Company.

13.03 **Authorized** representatives of the Union shall be entitled to visit any department covered by this Agreement for the purposes 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

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

**ARTICLE - NOTICES**

14.01 The Union may use the Warehouse bulletin boards for the posting of Union notices. All such notices must be approved by the Warehouse Manager before being posted on the bulletin boards.

**ARTICLE 15 - ADJUSTMENT OF GRIEVANCES**

15.01 **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.

15.02 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 grievance in

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the hands of the Union for review and adjustment by the Company, if necessary, It is understood that the shop stewards have their regular work to perform and **that**, if necessary to service a grievance during working hours, they will not leave their work without obtaining the permission of **the Foreperson** (or in the case of the Advertising Department, the Department Manager or in the case of the Produce Buying Office, Warehouse Office and Garage Office, the Office Manager) which permission will not be unreasonably withheld Such grievances shall be processed as follows:

**STEP ONE:** Between the employee concerned, his Union representative and the Supervisor (or in the case of the Advertising Department, the Department Manager or in the case of the Produce buying office, Warehouse **Office** and Garage Office, the Office Manager). The grievance must be filed within ten **(10)** working days after **the** event giving rise to the grievance occurs and within **this** period of time it shall be discussed at this step. The supervisor (or Manager in the Advertising Department, or Office Manager in the **Produce** Buying office, Warehouse Office and Garage Office) shall give an oral decision within five **(5)** 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 five **(5)** working days from **the** date of the decision of **the** Management representative referred to above.

**STEP TWO:** Between the employee concerned, the Union representative, the Supervisor or Department Manager, Warehouse Manager (or in the case of the Advertising Department, the Vice President - Advertising; Produce Buying Office, Warehouse Office and Garage Office, the appropriate Vice President) 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.

- 15.03** 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)** days from the date of dismissal and shall commence at STEP **THREE**.
- 15.04** Grievances concerning **rates** shall be handled in accordance with the above procedure and the disposition of such grievance, if sustained, shall include the determination of the effective date of the increase with **retro-activity** thereto.
- 15.05** The Company or the Union may file grievance 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 any employee affected by the violation.
- 15.06** The time limits as prescribed above may be modified by mutual agreement of the parties.
- 15.07** Any grievance involving a group of employees shall be filed at STEP THREE.

15.08

**ARBITRATION**

Should a 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 this 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 a Chairperson, the Minister of Labour for the Province of Ontario shall be requested to appoint a **Chairperson**. 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 Chairperson 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 decision inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expense of the nominee appointed by it and shall share equally the expense of the **Chairperson** 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.

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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.

15.10(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 and 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 or 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 local steward or a Union officer **shall** be present at such interview. The party representing the Union will leave the meeting if requested to leave by the employee.

15.11(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 the employee in any subsequent disciplinary proceedings or any grievance settlement procedure in which the employee is involved.

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**ARTICLE 16 - STRIKES AND LOCK-OUTS**

16.01 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 handled in its Warehouse, except that the Company agrees that, in the event of a legal strike in the plant of 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 17- BEREAVEMENT PAY**

17.01 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 or grandchild) the employee shall be granted such time off from work **with** pays as is reasonable under circumstances, up to a maximum of three **(3)** days.

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**ARTICLE 18-JURY DUTY**

18.01 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.

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18.02 He 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 when such reporting is reasonable under the circumstances.

18.03 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 Company for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.

18.04 Any employee subpoenaed to attend as w-behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

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**ARTICLE 19-FUNCTIONS OF MANAGEMENT**

19.01 The management of the Plant and of the Advertising Department and of the Produce buying, Warehouse and Garage Offices and the direction of the working forces, including the right to hire, promote, or demote employees, to suspend or discharge for just and sufficient cause, to assign and reassign employees to jobs, to transfer employees from department to department, to increase or decrease the working force, to determine the products to be handled, produced or manufactured, **the** schedules of production and the methods, processes and means of production of handling, are vested **exclusively** in the Company, provided that this will not be used for the purpose of discrimination against any employee or the Union provided 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 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 parties **agree** that the foregoing enumeration of Management's rights shall not be deemed to exclude other **recognized** functions of Management not specifically covered in this Agreement. The Company, therefore, retains all rights and powers-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 set out herein.

**ARTICLE 20** .G E -

- 20.01 Employees **shall** report as soon as is reasonably possible to the Company any loss or damage to merchandise, property or equipment or shortage of merchandise and where possible, give a statement indicating the cause thereof. Failure to do so can result in disciplinary action.
- 20.02 **The** Union agrees that it will encourage its members to uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.
- 20.03 Company personnel only will be permitted to operate Company power equipment.
- 20.04 **The** Company agrees to continue to provide to interested full-time employees the Credit Union Deduction Plan, provided it is understood **that** such deductions shall be for the sole purpose of deposits into the Credit Union Fund.
- 20.05(a) It is a condition of employment that all employees covered by this Agreement wear safety shoes at all times while on duty.  
The Company will pay fifty-five **(\$55.00)** (tax included) to each employee as a **contribution** toward the cost of safety shoes (one(1) pair per year except for **those** employees who assemble and load in the Produce Department, who will receive an additional forty-five dollars **(\$45.00)** (tax included) for two **(2)** pairs per year). Such payment will be made as of August **31st** of each year.
- (b) Safety footwear must be in good repair, capable of protecting the employee's feet in a manner they were originally designed to do. **I.A.P.A.** guidelines will be used as the determining factor when quality of footwear is in question.
- 20.06(a) It is understood that when an employee is **required** by the Company to depart from his normal work location on an errand, transportation shall be provided if such transportation is requested by the employee. When an employee carries out such an errand in his own vehicle, he shall be reimbursed to the extent of twenty-four point eight cents **(24.8)** per kilometer (forty cents **(40)** cents) per mile) driven while on such errand
- (b) It is further understood that when an employee is required by the Company to leave his home in his own vehicle, on an assignment at a destination other than **his** normal work locations, such an employee shall be reimbursed to the extent of twenty-four point eight cents **(24.8)** cents) per kilometer (forty cents **(40)** cents) per mile) per additional **kilometer/mile** for the number of **kilometer/miles** he drives which are over and above the **kilometers/miles** from his work to his normal work location.
- (c) The Company agrees that an employee carrying out an errand or assignment referred to in subparagraphs (a) and (b) herein, shall receive a minimum **kilometer/mile** reimbursement of four dollars **(\$4.00)**.

- (d) The **kilometer/mileage** allowance referred to in sub-paragraphs (a),(b), and (c) herein, shall not be paid for temporary transfers between **Erin Mills Distribution Centre** and **Rimini Mews** or Surveyor Road.
- 20.07 Employees who hold or acquire a forklift licence shall receive a premium of fifteen cents (**15 cents**) per hour in addition to their regular rate consistent with the following effective December **6th, 1989**
- (1) All employees who now hold a forklift licence except Clerks and Janitors, will continue to receive the **15 cents** premium.
  - (2) All Clerks and Janitors and new licensees after the date of **ratification**, will only receive the **15 cents** premium for time spent actually operating a forklift.
- 20.08(a) The Company' agrees to provide Freezer Coats as well as Overalls to those employees who are desirous of wearing a Freezer Coat rather than a Parka in the Produce, Dairy, and Fresh Meat Departments to a maximum of one (**1**) per year for each employee. It is understood that these coats and equipment shall not be removed from Company property at **the** end of the shift except as mutually agreed upon. The Company agrees to provide coats to employees of the main Grocery Receiving Department, Wall Pullers and Loaders to a maximum of one (**1**) per year for each employee.
- (b) The Company will provide employees in the **Produce** and Dairy Departments a freezer suit based on individual requests. However, such employees **will** then not be eligible for any other protective clothing as outlined in Article **20.08(a)**.
- 20.09 VIDEO DISPLAY TERMINALS
- (1) Consideration shall be given, for necessary modification to the existing work environment prior to the installation of Video Display Terminals, and where appropriate, during working experience with such equipment.
  - (2) **The** Company shall, at least once in each six (**6**) month period:
    - (a) Have every Video Display Terminal inspected and maintained in accordance **with the manufacturer's** specification, by qualified persons;
    - (b) Carry out a full lighting survey of all working areas containing Video Display Terminals, such survey to be conducted by qualified persons;
    - (c) Carry out a full survey of all Video Display Terminals in the workplace for possible radiation emissions, such survey to be conducted by qualified persons.
  - (3) The Company shall maintain full records of all inspections, maintenance, tests and surveys on each Video Display Terminal.
  - (4) Full records of all inspections, maintenance, test and surveys are to be kept for reference by the Employer and the Union.
  - (5) The Company shall provide Video Display Terminal Operators with lead aprons upon request and shall provide up-to-date radiation-blocking equipment.
  - (6) The Company has agreed to install safety screens on all Video Display Terminals.

ARTICLE 21 - INTERPRETATION

21.01 Where a masculine term is used, it shall be deemed to mean feminine and vice versa.

ARTICLE 22 - CHRISTMAS BONUS

22.01 The Company agrees to provide a Christmas Bonus 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.

**22.02** The Company agrees to provide in the year in which they retire, the Christmas Bonus to those full-time employees who retire after June **30th**, as outlined in paragraph **22.01** above.

**ARTICLE 23 - RETRO-ACTIVITY**

**23.01** No part of this Agreement shall be deemed **retro-active** unless specifically stated. All other provisions contained in this Agreement are effective on the date of ratification of this Agreement.

**ARTICLE 24 - DURATION**

**24.01** This Agreement shall become effective as of the 1st day of May, 1991 and shall continue in **full** force and effect until May 1, 1993. 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. All terms of this Agreement **are** to remain in force and effect until negotiations are completed and/or conciliation **proceedings** are exhausted.

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 , 199 .

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION  
LOCAL 1000A**

NATIONAL GROCERS CO. LTD.

\_\_\_\_\_  
DAN GILBERT.

\_\_\_\_\_  
ANDREW J. FAAS

\_\_\_\_\_  
**KEVIN CORPORON**

\_\_\_\_\_  
BLAIR CLARKE

\_\_\_\_\_  
STEVE BUJNA

\_\_\_\_\_  
**ROBYN RENAUD**

\_\_\_\_\_  
**MICHAEL DERRICK**

\_\_\_\_\_  
HANS URBAN

\_\_\_\_\_  
ED DALLISTER

\_\_\_\_\_  
**JEFF ALLEN**

\_\_\_\_\_  
DENNIS YDIJ

\_\_\_\_\_  
JOHN STEWART

\_\_\_\_\_  
**CECIL MACDONALD**

\_\_\_\_\_  
**TONY BOTA**

\_\_\_\_\_  
DENNIS PARKHURST

\_\_\_\_\_  
PAUL DOYLE

APPENDIX "A"A \_\_\_\_\_ A

All matters relative to the Advertising Department 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(b)**, **1.02** and **1.03(b)** of this Agreement affect all employees covered by this Appendix.

**1.03(a)** The Union agrees that the Company may hire temporary summer help on a full-time basis during the months of May, June, July, August and September. They shall come under all pay provisions in this Appendix, except their hourly rate of pay which shall not be less than **\$10.65** per hour.

The Company agrees to continue the practice of upgrading rates of pay for those employees who return to work in subsequent years. Such help shall pay to the support of the Union the amount of weekly dues which shall be checked off, but no other provisions of this Agreement will apply. They shall not interfere with the seniority rights of **full-time** employees. The Company shall indicate on a check-off form if such an employee is **temporary help**.

**(b)** The Company agrees **that** no part-time, **free** lance or job agency personnel will be used if it results in the lay-off of a full-time employee or while full-time employees are on **lay-off**.

part-time employees who work thirty-seven and three quarter (**37 3/4**) hours per week in excess of three (**3**) months continuously shall become full-time employees and shall receive a credit of three (**3**) months service for start date, union seniority date and benefit purposes except where the Part-time, free-lance or job agency personnel is covering an absence on a one for one basis.

**(c)** The Company agrees to provide the Union, on a weekly basis, a list showing the number of free-lance artist used and the number of hours that they have worked.

**ARTICLE SENIORITY**

The provisions of paragraphs **2.01**, **2.05**, **2.06**, **2.07**, **2.08**, **2.09**, **2.10** and **2.11** of this Agreement affect all employees covered by this Appendix.

**2.02(a)** Seniority shall be exercised on an overall basis within the Company's Advertising Department.

**(b)** **In** the case of lay-off, **all** probationary employees shall be laid off first. \_

**(c)** **In** transfers and promotions to better-paid or more desirable jobs, demotions, lay-offs and recalls, seniority shall be **the** governing factor, provided the senior employee has sufficient ability and qualifications to perform the work.

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

**(e)** Transfers **from** the day shift to the afternoon shift shall be on a voluntary basis. Employees who are on the afternoon shift will be given the first preference in accordance with seniority and qualifications to fill day shift vacancies. It is understood that existing

employees will be given the opportunity to fill afternoon shift positions before hiring additional staff.

**ARTICLE 3. HOURS OF WORK**

The provisions of paragraphs **3.05**, **3.06**, and **3.09** of this Agreement affect all employees covered by this Appendix.

**3.01**           **The** hours of work shall be thirty-seven and threequarter (**37 3/4**) hours per week.

The current hours of work and shift times will remain although, the Company and Union agree that where a shift change is required, the Company and the Union will meet to discuss the issue with a view to reaching a mutually agreeable solution based on the needs of the business.

The meal period for all employees shall be paid and be forty (**40**) minutes in duration. There shall be two (**2**), ten (**10**) minute paid rest period per day. For the afternoon shift employees only, provide for three (**3**), ten (**10**) minute paid rest periods per day.

**3.01(a)**       **DAILY OVERTIME**

1.       Day shift employees will be asked for overtime in the following order: the person doing the job, then the senior person by rotation, by qualifications and department.
2.       Night shift employees will be asked for overtime in the following **order**: the person doing the job, then the senior person by rotation, by qualifications and department.
3.       When rotation list for overtime has been exhausted and no one has volunteered to work, the junior employee by shift, qualifications, by department by reverse rotations will be required to work, this will be known as the customer service guarantee.

**(b)**           **WEEKEND OVERTIME**

1.       Employees will be asked in order of seniority (both day and night shift combined) by rotation by **qualification** and department.
2.       When the rotation list for overtime has been exhausted and no one has volunteered to work, the junior employee by shift, qualifications, by department by reverse rotation will be required to work, this will be known as the customer service **guarantee**.

**3.02**           The Company agrees to pay employees for any time worked **other than** regularly scheduled hours or in excess of the basic work week at the rate of one and one-half (**1 1/2**) times **the** standard rate of pay. Hours worked in excess of two (**2**) hours' overtime in any regular work day shall be paid at two (**2**) times the standard rate of pay. The first two (**2**) hours of overtime will be paid at one and one-half (**1 1/2**) tunes the standard rate of pay. Overtime work will 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 Advertising Department requirements.

**3.03(a)**       The Company further agrees to pay employees two (**2**) times the standard **rate of** pay for work performed on Saturdays.

(b) The Company further agrees to pay employees two **(2)** times the standard rate of pay for work performed on Sundays. Sunday work shall be on a voluntary basis except in an emergency. Where an employee commences a shift on Sunday and continues to work beyond midnight on Sunday, he shall be paid two **(2)** times the standard rate of pay until his regular Monday shift.

**3.08** When on any day it is necessary to work overtime after **7:00** p.m., employees required to do so shall, if they so desire, be granted one-half **(1/2)** hour for a meal period, without **pay**.  
When an employee works at least two **(2)** hours' overtime over and above his regular working day, he or she shall be given a meal allowance of Three Dollars and Fifty cents **(\$3.50)**. Such meal allowance shall be paid by separate cheque on a weekly basis.  
When an employee works in excess of two **(2)** hours and during which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen **(15)** minutes.

#### **ARTICLE 5 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

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

**5.06** An employee returning from a pregnancy or an adoption leave of absence, if they wish, can return to work on a three **(3)** day per week basis for a duration of one **(1)** month, the three **(3)** days to be mutually **agreed** upon between the Company and the employee concerned.  
During **this** short-time return, an employee would maintain all regular **full-time benefits** and may be extended by mutual agreement for a maximum period of three **(3)** months. This will not prevent the employee from obtaining any additional approved leave of absence.

#### **ARTICLE 6 - CALL TIME**

The provisions of paragraph **6.01(a)** and **6.02(a)** of this Agreement affect all employees covered by this Appendix.

**6.01 (b)** Any employee who is notified in advance that he is required to work on Saturday, Sunday or on a legal 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.

**6.02(b)** Any employee called in to work on Saturday, Sunday or on a legal holiday shall receive **two (2)** times his standard rate of pay **from** the time he leaves his home until he returns home and shall be guaranteed a minimum of three **(3)** hours' pay at the premium rate.

#### **ARTICLE 7 - LEGAL HOLIDAYS**

The provisions of paragraphs **7.01(a)**, **7.02**, **7.04**, **7.05** and **7.06** of this Agreement affect all employees covered by **this** Appendix.

**7.01(b)** In addition to the above holidays, a half **(1/2)** day holiday with pay will be observed on December **24th** and December **31st**. The half-day holiday will be the last half of **their scheduled** shift for the work day prior to Christmas and the work day prior to New Year's.

(c) The provisions of paragraph **7.01(c)** of this Agreement affect all employees covered by this Appendix.

7.03 An employee who works on any of the aforementioned legal holidays referred to in paragraph 7.01 of this Agreement shall receive pay at two (2) times his regular rate for all hours worked on that day and shall, in addition, receive legal holiday pay, calculated on the basis of the number of normally scheduled daily hours on the day in question. The Union agrees to encourage employees to co-operate with the Company by working on legal holidays to meet Advertising Department requirements.

**ARTICLE 8 - VACATIONS**

The provisions of Article 8 of this Agreement affect all employees covered by this Appendix with the exception of paragraph 8.14, which is set out below as it affects Advertising Department employees.

8.14 Vacations granted to employees 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 and three-quarter (37 3/4) times the employee's base rate per hour - thirty-seven and three-quarter (37 3/4) hours being the normal work week or each day being calculated at seven and three-quarter (7 3/4) or six and three-quarter (6 3/4) hours, as the case may be, times the employee's base rate per hour - seven and three quarter (7 3/4) hours or six and three quarter (6 3/4) hours being the normal work day, or the percentage basis to which he is entitled, whichever is greater, as provided in paragraph 8.08 of this Agreement.

**ARTICLE 9 - WELFARE, INSURANCE AND PENSION BENEFITS**

The provisions of Article 9 of this Agreement affect all employees covered by this Appendix.

**ARTICLE 10 - WAGES**

- 10.01(a) All employees on the payroll of the Company as of the date of ratification, September 22, 1991 shall receive a \$1.00 per hour general increase retroactive on all paid hours at the appropriate straight time and overtime rate calculations to April 28, 1991 and applied to qualified weekly indemnity, long term disability and Compensation benefits and retirees since April 28, 1991.
- (b) Effective April 26, 1992, all employees on the payroll of the Company on that date will receive a further general increase of \$1.00 per hour.
- (c) All contract rates will be amended to reflect the increases, on a pro rata basis of fifty (50%) on the start rate and one hundred (100%) on the end rate of pay.

**EFFECTIVE AS OF APRIL 28, 1991**

**Photo-Typesetter Keyboard Operator (D)**

	<u>Hourly</u>
Start	12.87
6 months	15.27
9 months	17.67
12 months	20.08

**Photo-Typesetter Keyboard Operator (A)**  
**Hourly**

start	13.67
6 months	16.07
9 months	18.47
12 months	20.88

**Artist (D)**  
**Hourly**

start	12.87
6 months	15.27
9 months	17.67
12 months	20.08

**Artist**  
**Hourly**

<b>Start</b>	13.67
6 months	16.07
9 months	18.47
12 months	20.88

**Artwork Co-ordinator (D)**  
**Hourly**

<b>Start</b>	13.37
6 months	15.94
12 months	18.51
18 months	21.09

**Artwork Co-ordinator (A)**  
**Hourly**

<b>Start</b>	14.17
6 months	16.78
12 months	19.39
18 months	21.99

**Typesetting Foreperson (D)**  
**Hourly**

<b>Start</b>	16.55
6 months	18.45
9 months	20.35
12 months	22.24

**Typesetting Foreperson (A)****Hourly**

<b>Start</b>	<b>17.35</b>
6 months	19.25
9 months	21.15
<b>12 months</b>	<b>23.04</b>

**EFFECTIVE AS OF APRIL 26, 1992****Photo-Typesetter Keyboard Operator (D)****Hourly**

start	13.37
6 months	15.94
9 months	18.51
<b>12 months</b>	<b>21.08</b>

**Photo-Typesetter Keyboard Operator (A)****Hourly**

<b>Start</b>	<b>14.17</b>
6 months	16.74
9 months	19.31
<b>12 months</b>	<b>21.88</b>

**Artist (D)****Hourly**

<b>Start</b>	<b>13.37</b>
6 months	15.94
9 months	18.51
<b>12 months</b>	<b>21.08</b>

**Artist (A)****Hourly**

<b>Start</b>	<b>14.17</b>
6 months	16.74
9 months	19.31
<b>12 months</b>	<b>21.88</b>

**Artwork Co-ordinator (D)****Hourly**

<b>Start</b>	<b>13.87</b>
6 months	16.61
<b>12 months</b>	<b>19.35</b>
<b>18 months</b>	<b>22.09</b>



**Artwork Co-ordinator (A)****Hourly**

<b>Start</b>	<b>14.67</b>
6 months	17.44
12 months	20.21
18 months	22.99

**Typesetting Foreperson (D)****Hourly**

<b>Start</b>	<b>17.05</b>
6 months	19.11
9 months	21.17
12 months	23.24

**Typesetting Foreperson (A)****Hourly**

<b>Start</b>	<b>17.85</b>
6 months	19.91
9 months	21.97
12 months	24.04

The provisions of paragraphs **10.05** and **10.06** of this Agreement affect all employees covered by this Appendix.

- 10.07** 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 adjustment at the end of the succeeding 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 within the quarter, he shall immediately receive the appropriate starting rate for the position and he then shall receive his first adjustment at the end of the second succeeding quarter. 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.
- 10.08** Any new or revised jobs, together with the appropriate wage rates, shall be negotiated with the Union.
- 10.09** **The** pay day for full-time employees will be on Thursday each **week** except when circumstances arise beyond the control of the Company which do not permit payment on **Thursday**.

**ARTICLE 11 T E M P O R A R Y**

- 11.01** When an employee is temporarily assigned to a classification carrying a higher rate of pay in any calendar week, he shall receive the higher rate of pay **retro-active** to the first day of such temporary assignment.
- 11.02(a)** When an employee is temporarily assigned to the position of Assistant Manager in any calendar week, he shall, after one (**1**) working day in that position, receive forty-five (**45**

- cents) cents per hour in addition to his standard hourly rate, **retro-active** to the first day of such assignment.
- (b) When an employee is temporarily assigned to the position of Assistant Manager, he shall continue to be a member of the bargaining unit and be covered by the terms of this Agreement.

- 11.03** No temporary work in a higher classification shall exceed thirty (30) working days without mutual consent and such consent shall be in writing.  
The provisions of paragraph **11.05** of this Agreement affect all employees covered by this Appendix.

#### **ARTICLE - OB POSTINGS**

The provisions of Article **12** of this Agreement affect all employees covered by this Appendix with the exception of paragraph **12.01** and **12.04**, which are set out below as it affects Advertising Department employees.

- 12.01** When a vacancy occurs in any job as set out in paragraph **12.04** of this Appendix, 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 five (5) 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 or vacancies shall designate the classification of the job vacant. The rate of pay shall be determined from the schedule of wages herein.  
The Company will provide the Union with the name and employee number of the person who applied for the job.  
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.

- 12.04** Jobs to be posted shall be as herein defined:  
  
Photo-Typesetter/Assistant Programmer

- 12.05** When a vacancy occurs for an Artist, the Company agrees to give consideration to those employees who possess the ability and qualifications to fill the position.

#### **A R T I C L E**

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

#### **ARTICLE 14 - NOTICES**

The union may use the Department's bulletin boards for the posting of Union notices. All such notices must be approved by the Department Manager before being posted on the bulletin **boards**.

#### **ARTICLE - ADJUSTMENTS OF GRIEVANCES**

#### **ARTICLE 16 - STRIKES AND LOCKOUTS**

#### **ARTICLE 17 - BEREAVEMENT PAY**

#### **ARTICLE 18 - JURY DUTY PAY**

#### **ARTICLE 19 - FUNCTIONS OF MANAGEMENT**

The provisions of Articles **15, 16, 17, 18** and **19** of this Agreement affect all employees covered by this Appendix.

ARTICLE 20 - GENERAL

The provisions of paragraph 20.01, 20.02, 20.04, 20.06 and 20.09 of this Agreement affect all employees covered by this Appendix.

- 20.03** The Company agrees to continue the present approval practice of paying for accommodation for employees who are required to stay out of town overnight while working for the Company.  
Employees working out of town shall be entitled to a meal allowance for each day or part thereof as follow:  
Breakfast - **\$3.50** Lunch - **\$4.00** Supper - **\$7.50**
- 20.05** The Company agrees to continue its present practice of the payment of wages, while travelling, to employees who are required to travel to and from out-of-town jobs.
- 20.07** It is condition of employment that all employees covered by this Appendix who work in the Company's Duplicating Department wear safety shoes at all times while on duty.  
  
It is **agreed** that all other employees covered by this Appendix are **encouraged** to wear safety shoes at all times while on duty.  
  
The Company will pay forty-five (**\$45.00**) dollars (tax included) to employees covered by this Appendix "A", who **utilize** safety shoes in accordance with the above provisions, as a contribution toward the cost of safety shoes (one (**1**) pair per year). Such payment will be made as of August **31st** each year.
- 20.08** **The** Company agrees that members of the Advertising Department bargaining unit shall not be required to perform Aerial Photography.
- 20.09** In the event new high technology equipment is introduced, the Company agrees to provide training to the most senior employee who has the ability and qualifications to operate this equipment. It is also understood that management as well as union personnel may be using the new technology equipment as part of their job function.

**ARTICLE 21 - INTERPRETATION****ARTICLE 22 - CHRISTMAS BONUS****ARTICLE 23 - RETRO-ACTIVITY****ARTICLE 24 - DURATION**

The provisions of Articles 21, 22, 23 and 24 of this Agreement affect all employees covered by this Appendix.

APPENDIX "B"PRODUCE BUYING OFFICE, WAREHOUSE OFFICE AND GARAGE OFFICE EMPLOYEES

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

**1.03(a)** It is understood that part-time employees may be required to perform office work. They shall come under all pay provisions in this Agreement except their hourly rate of pay which shall not be less than the starting rate of the classification of Order Clerk.

The Company agrees that past experience in the Department will be taken into account when establishing the hourly rate of pay of a part-time employee. Such employees shall pay to the support of the Union the amount of weekly dues which shall be checked off, but no other provisions of this Agreement will apply. They shall not interfere with the seniority rights of full-time employees. The Company shall indicate on a checkoff form if such an employee is a part-time employee.

**(b)** Part-time employees in the produce Buying Department will not work in excess of **three (3)** days per week, except to cover absences or vacation.

**(c)** The Company has agreed to replace full-time employees with part-time employees when they are on vacation and Long Term Disability to the extent that replacement workers are required, instead of using Supervisory personnel to do the work.

**ARTICLE 2 - SENIORITY**

The provisions of paragraphs **2.01, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10** and **2.11** of this Agreement affect all employees covered by this Appendix.

**2.02** In transfers and promotions to better paid jobs, demotions, lay-offs, and recalls, seniority shall be the governing factor, provided the senior employee has sufficient ability and **qualifications** to perform the work. Seniority shall be exercised within the limitations of the Company's Produce Buying Office.

All probationary employees and part-time employees shall be laid off prior to the lay-off of a full-time employee.

**ARTICLE 3 - HOURS OF WORK**

The provisions of paragraphs **3.01(a), (c) and (d), 3.05, 3.06, 3.08** and **3.09** of this Agreement affect all employees covered by this Appendix.

**3.02** The start and quit times for all employees shall be as follows: -  
Monday through Thursday **from 8:00** a.m. to **4:30** p.m.  
Friday from **9:00** a.m. to **4:30** p.m.

**3.03** **The** Company agrees to pay employees for all hours worked in excess of or outside of the daily or weekly schedule at one and one-half (**1 1/2**) times the standard rate of pay. Hours worked in excess of two (**2**) hours' overtime in any regular work day shall be paid at the rate of two (**2**) times the standard rate of pay. The first two (**2**) hours of overtime **will** be paid for at one and one-half (**1 1/2**) times the 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 Produce Office requirements.

- 3.04** Those employees who are required to work on a Saturday or Sunday in any week will be paid for **all** hours worked on Saturday or Sunday at the rate of two **(2)** times their standard rate of pay.

#### **ARTICLE 5 - NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

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

- 5.06** An employee returning from a pregnancy or an adoption leave of absence, if they wish, can return to work on a three **(3)** day per week basis for a duration of one **(1)** month, the three **(3)** days to be mutually agreed upon between the Company and the employee concerned. During this short-time return, an employee would maintain all regular **full-**tune benefits and may **be** extended by mutual agreement for a maximum period of three **(3)** months. This will not prevent an employee from obtaining any additional approved leave of absence.

#### **ARTICLE 6 - CALL TIME**

The provisions of paragraph **6.01(a)** of this Agreement affect all employees covered by this Appendix.

- 6.01(b)** Any employee who is notified in advance that he is required to work on Saturday or Sunday or on a legal 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.

The provisions of paragraph **6.02(a)** of this Agreement affect all employees covered by this Appendix.

- 6.02(b)** Any employee called in to work on Saturday, Sunday or on a legal holiday shall receive two **(2)** times his standard rate of pay from the time he leaves his home until he returns home and shall be guaranteed a minimum of three **(3)** hours' pay at the premium rate.

#### **ARTICLE 7 - LEGAL HOLIDAYS**

The provisions of paragraphs **7.01(a)** and **(c)**, **7.02**, **7.04**, **7.05** and **7.06** of this Agreement affect all employees covered by this Appendix.

- 7.01(b)** In addition to the above holidays, a four **(4)** hour holiday with pay will be observed on December **24th** and December **31st**. The four **(4)** hour holiday will be the last four **(4)** hours of an employee's schedule for the work day prior to Christmas and the work day prior to New Year's, Employees who cannot be given time off on one or both of the four **(4)** hour holidays referred to above, will be so notified in advance and will be given equivalent time off at a mutually agreed upon alternate date(s).

- 7.03** An employee who works on any of the aforementioned legal holidays shall receive two **(2)** times his regular hourly rate for all hours worked and shall, in addition, receive the appropriate holiday pay, calculated at his standard hourly rate. The Union agrees to encourage employees to co-operate with the Company by working on legal holidays to meet Produce Office requirements.

#### **ARTICLE 8 - VACATIONS**

The provisions of Article 8 of this Agreement affect all employees covered by this Appendix with the exception of paragraphs **8.12** and **8.14**, which are set forth below as they affect Produce Buying, Warehouse and Garage Office employees.

- 8.12** The period of taking vacations will be between the months of May and September, inclusive. Employees shall be permitted to take their full vacation entitlement during this period.
- 8.14** Vacations granted to employees 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 and three-quarter (**37 3/4**) hours being the normal work week or each day being calculated at seven and three-quarter (**7 3/4**) or six and three-quarter (**6 3/4**) hours, as the case may be, times the employee's base rate per hour - seven and three-quarter (**7 3/4**) hours or six and three-quarter (**6 3/4**) hours being the normal work day or the percentage basis to which he is entitled, whichever is greater, as provided in paragraph **8.08** of this Agreement.

**A R T I C L E N I N E B E N E F I T S**

The provisions of Article 9 of this Agreement affect all employees covered by this Appendix.

**ARTICLE 10. WAGES**

**10.01(a)** All employees on the payroll of the Company as of the date of **reaffirmation**, September **22, 1991** shall receive a **\$1.00** per hour general increase retroactive on all paid hours at the appropriate straight time and overtime rate calculations to April **28, 1991** and applied to **qualified** weekly indemnity, long term disability and compensation benefits and **retirees** since April **28, 1991**.

**(b)** Effective as of April **26, 1992**, all employees on the payroll of the Company on that date will receive a further general increase of **\$1.00** per hour.

**(c)** All contract rates will be amended to reflect the increases on a pro rata basis of fifty (**50%**) percent on the start rate and one hundred (**100%**) percent on the end rate of pay.

The following schedule of job classifications and rates of pay for all employees covered by this Appendix shall be effective as of April **28, 1991**.

The Following schedule of job classifications and rates of pay for all employees covered by this Appendix shall be effective as of April **28, 1991**.

**Data Entry/Order Clerk**

<b>Start</b>	<b>13.12</b>
3 months	<b>14.71</b>
6 months	<b>16.30</b>
9 months	<b>17.88</b>
<b>12 months</b>	<b>19.44</b>

**Data Entry/Clerk Typist**

<b>Start</b>	<b>13.12</b>
3 months	<b>14.71</b>
6 months	<b>16.30</b>
9 months	<b>17.88</b>
<b>12 months</b>	<b>19.44</b>

**Data Entry/Inventory Control Clerk**

<b>Start</b>	<b>13.12</b>
3 months	14.71
6 months	<b>16.30</b>
9 months	<b>17.88</b>
<b>12 months</b>	<b>19.44</b>

The Following schedule of job classifications and rates of pay for all employees covered by this Appendix shall be effective as of April **26, 1992**.

**Data Entry/Order Clerk**

Start	13.62
3 months	15.34
<b>6 months</b>	<b>17.06</b>
9 months	<b>18.76</b>
<b>12 months</b>	<b>20.44</b>

**Data Entry/Clerk Typist**

<b>Start</b>	<b>13.62</b>
3 months	15.34
<b>6 months</b>	<b>17.06</b>
9 months	<b>18.76</b>
<b>12 months</b>	<b>20.44</b>

**Data Entry/Inventory Control Clerk**

<b>Start</b>	<b>13.62</b>
3 months	15.34
<b>6 months</b>	<b>17.06</b>
9 months	<b>18.76</b>
<b>12 months</b>	<b>20.44</b>

The provisions of **paragraphs 10.05, 10.06 and 10.07** of this Agreement affect all employees covered by this Appendix.

**ARTICLE 11 - TEMPORARY ASSIGNMENTS**

The provisions of paragraph **11.01** of this Agreement affect all employees covered by this Appendix.

- 11.02** When an employee is temporarily assigned to perform the duties of a Clerk Typist or Inventory Control Clerk for more than one **(1)** day in a calendar **week**, he shall receive **retro-active** to the first day either fifteen **(15)** cents per hour more than his regular hourly rate or the starting hourly rate for the classification in which he is relieving, whichever is the greater.
- 11.03** When an employee is temporarily assigned to perform the duties of an Office Manager for more than one **(1)** day in a calendar week, he shall receive retroactive to the first day, a premium of thirty five **(35)** cents per hour in addition to his regular rate.

**11.04** When an employee is assigned temporarily to the Office Manager's position, he shall continue to be a member of the bargaining unit and be covered by the terms of this Agreement.

**ARTICLE 12-JOB POSTING**

The provisions of Article **12** of this Agreement affect all employees covered by this Appendix with the exception of paragraphs **12.01** and **12.04**, which are set out below as it affects Produce Buying, Warehouse and Garage Office employees.

**12.01** When a vacancy occurs in any job as set out in paragraph **12.04** of this Appendix, which is likely to remain open for over four **(4)** regular work weeks (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 five **(5)** 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.

The Company **will** provide the Union with the name and employee number of the persons who applied for the job.

A probationary period of sixty **(60)** calendar days shall apply to promotions.

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.

**12.04** Jobs to be posted shall be as herein defined:  
Clerk Typist  
Inventory Control Clerk

**ARTICLE 13-UNION SECURITY**

**ARTICLE 14 - NOTICES**

**ARTICLE 15 - ADJUSTMENTS OF GRIEVANCES**

**ARTISTRIKES AND LOCK-OUTS**

**ARTICLE 17 - BEREAVEMENT PAY**

**ARTICLE 18 - JURY DUTY PAY**

**ARTICLE 19 - FUNCTIONS OF MANAGEMENT**

The provisions of Articles **13, 14, 15, 16, 17, 18** and **19** of this Agreement affect all employees covered by this Appendix.

**ARTICLE 20 GENERAL**

The provisions of paragraphs **20.01, 20.02, 20.04, 20.06** and **20.09** of this Agreement **affect all** employees covered by this Appendix.

**20.05** It is agreed that all employees covered by this Appendix are encouraged to wear safety shoes at all times while on duty.

The Company will pay forty-five **(\$45)** dollars (tax included) to employees covered by this Appendix, who **utilize** safety shoes in accordance with the above provisions, as a contribution toward the cost of safety shoes (one **(1)** pair per year). Such payment will be made as of August 3 **1st** each year.



20.07            The Company agrees that no job Agency personnel will be hired to perform bargaining unit work.

**ARTICLE 21 - INTERPRETATION**  
**ARTICLE 22 - CHRISTMAS BONUS**  
**ARTICLE 23 - RETRO-ACTIVITY**  
**ARTICLE 24 - DURATION**

**The provisions of Articles 21, 22, 23 and 24 of this Agreement affect all employees covered by this Appendix.**

APPENDIX "C"WELFARE AND INSURANCE BENEFITS  
GROUP INSURANCE COVERAGESARTICLE 1 - ELIGIBILITY

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

- (i) 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.
- (ii) For Weekly Indemnity Insurance on the first day of the month following his/her date of continuous full-time employment with the Company.
- (iii) For Prescription Drug Expense Insurance and the Optical Plan on completion of three **(3)** months of continuous full-time employment with the Company.
- (iv) For Dental Expense Insurance on the first day of the month following three **(3)** months of continuous full-time employment.
- (v) 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.
- (vi) For Sick Pay Allowance on the completion of six **(6)** months of continuous full-time employment.
- (vii) 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: -

- (i) In the case of Survivor Income Benefits
  - (a) 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
  - (b) any dependent child of an employee provided such child has not attained age eighteen **(18)**.
- (ii) **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: -
  - (a) the spouse of an employee,
  - and
  - (b) 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.
- (iii) **In** the case of Dental Expense Insurance, a person who is a resident of Canada or the United States **and is: -**
  - (a) the spouse of an employee,
  - and

- (b) 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**

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**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 dismemberments as set out in paragraph **3.02**.

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

Loss of Life	)	
Loss of Both Hands	)	
Loss of Both Feet	)	
Loss of the Sight of Both Eyes	)	<b>\$30,000.00</b>
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	)	
<b>Loss of One Hand</b>	)	
<b>Loss of One Foot</b>	)	<b>\$15,000.00</b>
Loss of the Sight of One Eye	)	

*100%*

**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: -

- (i) Suicide or wilfully self-inflicted injuries, while sane or insane;
- (ii) Committing or attempting to commit a criminal offence as **defined** in the Criminal Code of Canada;
- (iii) War or hostilities of any kind, whether or not the insured person was actually participating therein, and whether or not war was declared;

- (iv) Injuries sustained by the insured person as the result of driving a vehicle if, when the injuries were sustained, the **blood** of the insured person contained in excess of eighty **(80) milligrams** of alcohol per **100** millilitres 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**: -
- (i) the date of death or, remarriage of the spouse,
  - or
  - (ii) 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: -
- (i) **\$600.00**,
  - or
  - (ii) **20%** of the employee’s average annual basic earnings during the three **(3)** years immediately prior to the employee’s death,
  - or
  - (iii) **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: -
- (i) the fifteenth **(15th)** day following the date of termination of employment with the Company;
  - (ii) the date of the employee’s retirement or early retirement pension under the Company’s Pension **Plan**;
  - (iii) the date on which the employee attains normal retirement age;
  - (iv) the date on which the employee ceases to have any eligible dependents;
  - (v) 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: -
- (i) Semi-private Hospital and Ambulance Expense Insurance;
  - (ii) Prescription Drug Expense Insurance;
  - (iii) Quebec Residents Supplemental Hospital and Medical Insurance;
  - (iv) Dental Expense **Insurance**;

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(v) Ontario Health Insurance Plan.

**ARTICLE 5 - WEEKLY INDEMNITY INS -**

**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**

<b><u>At Least</u></b>	<b><u>But Less Than</u></b>	<b><u>Amount of Weekly Benefit</u></b>	<b><u>Maximum Period</u></b>
First of the month next following date of hire	3 years	75% of Basic Weekly Wage	26 weeks
<b>After 3 years</b>		<b>85% of Basic Weekly Wage</b>	<b>26 weeks</b>

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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: -
- (i)** Disability for which an employee receives benefits under any Workers' Compensation or similar law;
  - (ii)** Disability resulting **from** wilfully, self-inflicted injury or from any attempt at **self-**destruction;
  - (iii)** 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**;
  - (iv)** Pregnancy where a female employee is not disabled;
  - (v)** Any period during which a female employee is on a **pregnancy leave** of absence in accordance **with** Article **4.03** of this Agreement.

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**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: -

- (i)** the date on which the employee shall cease to be totally disabled,
- (ii)** the date on which the employee attains normal retirement age;
- (iii)** 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: -

<b>Benefit as a Percentage</b>	
<b>Portion of Basic Monthly Wage</b>	<b>of Basic Monthly Wage</b>
First of \$1,893.94	66%
Subject to a maximum monthly benefit of \$1,518.00	

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6.04 If the disability income benefit receivable by the disabled employee from all sources, including Workers' Compensation benefits, exceed 7 1% 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 7 1% 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:-

- (i) Wilfully self-inflicted injury or any attempt at self-destruction;
- (ii) Any condition for which the employee is not under the care of a physician or surgeon duly licensed to practice medicine;
- (iii) War or hostilities of any kind, whether or not the employee was actually participating therein and whether or not war be declared;
- (iv) Pregnancy where a female employee is not disabled;
- (v) 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**

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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, re-imburse 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 re-imburse 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 **phycical** 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 be required to pay a fifty cent (50¢) deductible for each prescription. 70. P  
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- 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 re-imburse the employee for the amount of the prescription less a fifty cent (50¢) deductible.
- 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 prescripton of a duly qualified medical practitioner. Oxygen will be covered when prescribed. **Injectible** drugs, serums and vaccines ate 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, **inhalent** devices, crutches, wheelchairs, trusses, abdominal supports, **diaphrams**, 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 coverages, until such coverages 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, re-imburse the employee for the amount of the expense up to the level of re-**imbursement** provided under the Ontario Health Insurance Plan. Covered expenses are as set out in the following schedule: - 70.5  
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- (i) Psychoanalysis given by a psychiatrist in his office;
  - (ii) Radiology and laboratory services in an out-patient department outside the Province;
  - (iii) Laboratory services performed at a laboratory inside or outside the Province;
  - (iv) X-rays and laboratory involving the services of both technicians and physicians;
  - (v) Physiotherapy outside hospital,
  - (vi) Chiropractor;
  - (vii) Podiatry;
  - (viii) 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, **re-imburse** 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 a total annual maximum **re-imbusement** of \$1,000.00 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,
- (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 six (6) month **period**;
- (d) **bitewing** x-rays but not more than once in any six (6) month **period**;
- (e) topical application of any **anti-cariogenic** agent (e.g., **stannous** fluoride);
- (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 **anaesthesia** 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.

**P A R T**

- (a) inlays and crowns;
- (b) complete dentures;
- (c) partial dentures;
- (d) fixed bridgework;
- (e) repair or **re-cementing** 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) millimetres, crossbite 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 instalments 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 instalment 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 wilfully, 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 a **U.I.C.** Separation Certificate 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 **OHIP** 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 **OHIP**.

- 11.02 The Company shall pay an employee for the cost of additional visits to a licensed Chiropractor beyond the ten (10) visits **OHIP** provide to a maximum of ten (10) additional visits per year. Payment for such visits will be based on the **OHIP** 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 Workers' Compensation 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. 23  
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- 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**,

- (a) "Optometrist" means a member of the Canadian Association of Optometrists or of any Provincial **Association** associated therewith, 7016  
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- (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 tendered 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:

- (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 coverages by virtue of such spouse's employment. Where such other coverages are 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.

*Pension copies for  
file 350058*

APPENDIX "D"

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 **fulfilment** 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 Union, 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:

- (i) 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
- (ii) 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 enrolment 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 reissued 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 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 **permanance**, 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.

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#### 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".

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#### 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 enrolment 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**.

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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 instalments. Each monthly instalment 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 enrolment 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 programme 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 programme (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**;

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- (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 "**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 **Janaury 1** shall be adjusted on a percentage basis by the Inflation Adjustment Factor described in Section 2.10(b).

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#### 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: -**
- (i) their contributions on and after May **1st, 1972** and prior to January **1, 1987** with Credited Interest; plus
  - (ii) the sum of
    - (a) contributions made to the Plan by the Member prior to May **1st, 1972**;
    - (b) 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;
    - (c) 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-m) retirement savings arrangement;

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- (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:
- (i) their contributions on and after May **1st, 1972** and prior to January **1, 1987** with Credited Interest; plus
  - (ii) the sum of:
    - (a) contributions made to the Plan by the Member prior to May **1st, 1972**;
    - (b) 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;
    - (c) 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. S/C  
B

**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 cancelled 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**.

(e) **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: -

- (i) information as to sex, date of birth, date of employment, classification; .
- and
- (ii) 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;
- (iii) the contribution information contained in the Annual Information Return prepared each year pursuant to **the** Pension Benefits Act.

## LETTER OF UNDERSTANDING #1

September **22, 1991**

Mr. Dan Gilbert  
 President,  
 United Food and Commercial Workers  
 International Union, **Local 1000A**,  
 Suite **204, 61** International Blvd.  
**Rexdale, Ontario, M9W 6K4**

**Dear Sir:**

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. Local 1000 A** bargaining unit employees.

Should an employee **be** involved in an automobile accident while carrying out such duties, he is covered by the Workers' Compensation Board's 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 subrogated to the position of the employee to the extent of the amount paid by the Company to **the** employee.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Andrew **J. Faas**  
 Senior Vice President  
 Administration

Paul Doyle  
 Director  
 Industrial Relations

## LETTER OF UNDERSTANDING #2

September 22, 1991

Mr. Dan Gilbert, President  
 United Food and **Commercial** Workers  
 Local **1000A**  
 suite **204**  
**61** International Blvd  
**Rexdale, Ontario**  
**M9W 6K4**

Dear Sir:

In accordance with the agreement reached during our Contract negotiations, we wish to set out the following **understandings**:

1. **WELFARE BENEFITS, PENSIONS AND VACATIONS**

The Company agrees that any changes in the field of Welfare, Pensions and vacations granted to the major **U.F.C.W.** store employees' bargaining unit, in the negotiations for the renewal of the Collective Agreement expiring May **1, 1993** will be granted to the Warehouse and Divisional Departments, Advertising Department and Produce Buying Office, Warehouse **Office** and Garage office bargaining **units**.

2. **COST OF LIVING ALLOWANCE**

Notwithstanding this provision, there will be no Cost of Living adjustment during the lifetime of this Agreement expiring May **1, 1993**.

It is understood between the Company and the Union that the hourly rates of pay set **forth** in the Collective Agreement **expiring** May **1, 1993** include all Cost of Living adjustments which were accumulated prior to the commencement date of the Collective Agreement referred to above.

It is further understood that the implementation of any Cost of Living adjustments subsequent to July **16th, 1985** shall be applied specifically in accordance with the terms **set** forth in paragraph **10.02** of the Collective Agreement referred to above.

3. **SILK SCREEN DEPARTMENT**

The Company agrees that in the event that the Company **re-introduces** the Silk Screen Department operation, the United Food and Commercial Workers, Local **1000A**, will be **recognized** as bargaining agent of all employees of the Company in such department, save and except Managers, persons above the rank of Manager, Assistant Managers, **ARt** Director and Secretaries. Any Collective Agreement covering such employees will be appended to and will have a common **expiry** date **iwth** the Collective Agreement covering the Company's Warehouse and Divisional Department employees.

4. STORE SERVICE DEPARTMENT

The Company **agrees** that in the event that the Company **re-introduces** the Store Service Department operation, the United Food and Commercial Workers, Local 1000A, will be **recognized** as bargaining agent of all employees of the Company in such department, save and except Dispatchers, Forepersons and persons above the rank of Foreperson. Any Collective Agreement covering such employees will be appended to and will have a common **expiry** date with the Collective Agreement covering the Company's Warehouse and Divisional Department employees.

5. DUPLICATING DEPARTMENT

The Company agrees that in the event **thqat** the Company **re-introduces** the Duplicating Department operation, the United Food and Commercial Workers, Local 1000A, will be **recognized** as bargaining agent of all employees of the Company in such department, save and except persons above the rank of Manager, Assistant Manager, Art Director and Secretaries. Any Collective Agreement covering such employees will be appended to and will have a common **expiry** date with the Collective Agreement covering the Company's Warehouse and Divisional Department employees.

UNITEDFOODANDCOMMERCIAL

NATIONAL GROCERS CO. LTD.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT  
ADMINISTRATION

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
DIRECTOR, INDUSTRIAL RELATIONS

**LETTER OF UNDERSTANDING #3**

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local **1000A**,  
Suite **204, 61** International Blvd.  
**Rexdale, Ontario, M9W 6K4**

**Dear Sir:**

This letter will **confirm** the following understanding between the Company and the Union **with** regard to granting temporary Forklift licences to enable employees to qualify for positions that require a licence.

The Company agrees to grant employees a temporary Forklift licence for a period of sixty (**60**) days to enable them to qualify for a posted position that requires such a licence. Upon the completion of the sixty (**60**) day period, in the event the employee does qualify for the Posted Position, he will be **confirmed** in the position and granted a permanent Forklift licence or in the event he does not qualify for the posted Position, he will return to his former position and the temporary Forklift licence will be revoked.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations

## LETTER OF UNDERSTANDING #4

September 22, 1991

Mr. Dan Gilbert  
 President,  
 United Food and Commercial Workers  
 International Union, Local 1000A,  
 Suite 204, 61 International Blvd.  
 Rexdale, Ontario, M9W 6K4

**Dear Sir:**

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 May 1, 1993.

- (1) Employees retiring between the ages of **55** and **64** will have their **OHIP**, 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 <b>62</b> .....	<b>\$17,500.00</b>
After one full year.....	<b>15,000.00</b>
After two full years.....	<b>12,000.00</b>
After three full years.....	<b>9,000.00</b>
After four full years.....	<b>6,000.00</b>
After five full years.....	<b>5,000.00</b>

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)

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full year of retirement will be reduced as follows:

After one full year.. .....	<b>\$15,000.00</b>
After two <b>full</b> years.. .....	<b>12,000.00</b>
After three full years.. .....	<b>9,000.00</b>
After four full years.....	<b>6,000.00</b>
After five full years.....	<b>5,000.00</b>

(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 <b>62</b> .....	<b>35,000.00</b>
After one full year.. .....	<b>30,000.00</b>
.....	<b>24,000.00</b>
After three full years.....	<b>18,000.00</b>
After four full years.....	<b>12,000.00</b>
After five full years.. .....	<b>10,000.00</b>

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 of retirement will be reduced as follows:

After one full year.. .....	<b>30,000.00</b>
<b>After two</b> full years.. .....	<b>24,000.00</b>
After three full years.. .....	<b>18,000.00</b>
After four full years.....	<b>12,000.00</b>
After five full years.. .....	<b>10,000.00</b>

No retired employee will be covered for any benefits other than those specifically referred to above.

Yours very truly,

NATIONALGROCERSCO.LTD.

Paul Doyle  
Director  
Industrial Relations ..

LETTER OF UNDERSTANDING #5

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local 1000A,  
Suite 204, 61 International Blvd.  
Rexdale, Ontario, M9W 6K4

**Dear Sir:**

**This** letter will **confirm** the following **understanding** between the Company and the Union with regard to monitoring and enforcing proper pollutant levels in the Main Concourse.

The Company agrees that it will inform all Drivers: -

- i.** that tractor engines are not to **idle** unnecessarily in the Main Concourse;
- ii.** when dolly **whells** are would up or down, tractor engines are to be shut off;
- iii.** circle checks are to be completed out in the yard, while the tractor engine warms up.

The Company further agrees to monitor the air immediately to measure the level of pollutants and to establish in the future, monitoring during the heavy pollutant periods.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations



**LETTER OF UNDERSTANDING #6**

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local **1000A**,  
Suite **204, 61 International Blvd.**  
**Rexdale, Ontario, M9W 6K4**

**Dear Sir:**

**This** letter will confirm the following understanding between the Company and the Union with regard to the training of typesetters on new equipment:

The Company has agreed to provide training on all new equipment to all typesetters, based on seniority.

Further, the Company has agreed to provide training to all employees covered by Appendix "A" on "best info" technology to enable them to perform their **current** job function on this technology.

Yours very truly.

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations

## LETTER OF UNDERSTANDING #7

September 22, 1991

Mr. Dan Gilbert  
 President,  
 United Food and Commercial Workers  
 International Union, Local **1000A**,  
 Suite **204, 61** International Blvd.  
**Rexdale, Ontario, M9W 6K4**

**Dear Sir:**

The minimum daily expectation for Assembly is as set out below and will not be changed except by mutual agreement of the parties and such mutual agreement will not be unreasonably withheld

Grocery Assembly	<b>130 pcs.</b> per hr. daily
Frozen Meat Assembly	<b>110 pcs.</b> per hr. daily
Frozen Bins Assembly	<b>80 pcs.</b> per hr. daily
Fresh Meat Assembly	<b>128 pcs.</b> per hr. daily
Frozen Grocery Assembly	<b>143 pcs.</b> per hr. daily

In the event the Company wishes to **introduce** minimum daily expectation levels for job duties not currently provided for, the Company agrees to consult with the Union to determine fair and reasonable levels. In the event agreement is not reached, the matter may be made a subject of the Grievance and Arbitration Procedure.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
 Director  
 Industrial Relations

**LETTER OF UNDERSTANDING #8**

September 22, 1991

Mr. Dan Gilbert  
President,  
United **Food** and Commercial **Workers**  
International Union, Local **1000A**,  
Suite **204, 61 International** Blvd.  
**Rexdale**, Ontario, **M9W 6K4**

**Dear Sir:**

Employees currently holding more than one **(1)** back-up position will **be** required to reduce their back-up positions to only one **(1)** of their choice of which they currently hold. Back-up positions will be drawn **from** general warehouse and assembly by seniority.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations

LETTER OF UNDERSTANDING #9

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, **Local 1000A**,  
Suite **204, 61** International Blvd.  
**Rexdale**, Ontario, **M9W 6K4**

**Dear Sir:**

This letter will serve to **confirm** the following understanding between the Company and the Union:

The Company has agreed that in the event that displacement or lay-offs occur in the Produce Department, the Company and the Union will endeavour to provide alternate employment for Produce Buying **Office** Bargaining Unit employees, including positions in other sectors of the Company.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations

## LETTER OF UNDERSTANDING #10

September 22, 1991

Mr. Dan Gilbert  
 President,  
 United Food and Commercial Workers  
 International Union, Local 1000A,  
 Suite 204, 61 International Blvd.  
 Rexdale, Ontario, M9W 6K4

Dear Sir:

The incentive monies shall be paid daily on the average of pieces per hour picked for hours worked on assembly. The incentive payout for pieces picked is proposed as follows:

- a) Grocery - Minimum Expectation **130** pieces per hour
- |                     |                          |
|---------------------|--------------------------|
| <b>131-145</b>      | 2 cents per piece        |
| <b>146-175</b>      | 5 cents per piece        |
| <b>176 and over</b> | 8 Cents per <b>piece</b> |

Where an assembler's average pieces per hour in a day is **175** or greater, then all pieces picked in excess of **130** are payable at 7 cents per piece.

Where an **assembler's** average pieces per hour in a day is **176** or greater, then all pieces picked in excess of **176** are payable at 8 cents per piece.

- b) Frozen Grocery - Minimum Expectation **143** pieces per hour.

<b>144-158</b>	2 cents per piece
<b>159-190</b>	5 cents per piece
<b>191 and over</b>	8 cents per piece

Where an assembler's average pieces per hour in a day is **190** or **greater**, then all pieces picked in excess of **143** are payable at 7 cents per piece.

Where an assembler's average pieces per hour in a day is **191** or greater, then **all** pieces picked in excess of **191** are payable at 8 cents per piece.

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c) Frozen Meat - **Minimum** Expectation **110** pieces per hour

<b>110-125</b>	2 cents per piece
<b>126-155</b>	5 cents per piece
<b>156 and over</b>	8 cents per piece

Where an assembler's average pieces per hour in a day is **155** or greater, then all pieces picked in excess of **109** are payable at 7 cents per piece.

Where an assemblers average pieces per hour in a day is **156** or greater, then all pieces picked **in** excess of **156** are payable at 8 cents per piece.

d) Fresh Meat - Minimum Expectation **128** pieces per hour.

<b>129-143</b>	2 cents per piece
<b>144-173</b>	5 cents per piece
<b>174 and over</b>	8 cents per piece

Where an assembler's average pieces per hour in a day is **173** or greater, **then** all pieces picked in excess of **128** are payable at 7 cents per piece.

Where an assemblers average pieces per hour in a day is **174** or greater then all pieces picked in excess of **174** are payable at 8 cents per piece.

All those **areas** not currently proposed to be working under an incentive plan are subject **of** the possibility of an incentive plan being **introduced** by the Company. The details of any such plans will be negotiated with the Union.

Review of employee's productivity in relation to the appropriate minimum expectation will be done on a two **(2)** calendar week cycle. During this period of time an employee shall be expected to meet the minimum expectation for the appropriate department 8 out of **10** days. The employee may fall to **10** pieces below the minimum expectation for the appropriate department on 2 out of **10** days.

Notwithstanding the above, the Company shall assess each case individually and first consider factors that may have affected the employee's ability to pick the minimum expectation.

Should an assembler be given an order of less than **50** pieces, the assembler may elect to take the next order to supplement the original. This decision must be made by the assembler without prior-knowledge of the size of the next order.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations

## LETTER OF UNDERSTANDING #11

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local 1000A,  
Suite 204, 61 International Blvd.  
Rexdale, Ontario, M9W 6K4

**Dear Sir:**

This will serve to **confirm** the following understanding between the Company and the Union:

The Company agrees **that** the **Rambo** Concept as follows will be extended to all departments.

Employees shall be entitled to paid time off their regular hours of work for the following reasons:

1. Medical appointments
2. Physiotherapy appointments
3. Dental and optical appointments
4. For hours lost on a day an employee is sent home for medical reasons or for medical attention.

Where such appointments cannot otherwise be arranged outside the employees regular hours of work.

Employees must give **their** Supervision a minimum of two **(2)** days notice if possible **fo** their appointment as defined above, and said appointment must be substantiated upon the employees return to work.

Yours very truly,

NATIONAL GROCERS CO. LTD. ~

Chuck Gyles  
Director  
Industrial Relations

## LETTER OF UNDERSTANDING #12

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local 1000A,  
Suite 204, 61 International Blvd.  
Rexdale, Ontario, M9W 6K4

**Dear Sir:**

This will serve to **confirm** the following understanding between the Company and the Union in regard to Advertising employees:

The Company has agreed:

- i. to provide individual lock-up facilities for all employees;
- ii. to provide a union bulletin board;
- iii. to monitor and correct safety conditions on an ongoing basis.:

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations



## LETTER OF UNDERSTANDING #13

September 22, 1991

Mr. Dan Gilbert  
President,  
United Food and Commercial Workers  
International Union, Local 1000A,  
Suite 204, 61 International Blvd.  
Rexdale, Ontario, M9W 6K4

**Dear Sir:**

In the event National Grocers Co. Ltd. and/or **Loblaws** Supermarkets Limited opens a warehouse in the Province of Ontario, United Food and Commercial Workers, Local **1000A** will be **recognized** as the exclusive Bargaining Agent for all Warehouse and Divisional Department employees, Warehouse Clerks "A" and Warehouse Clerks "**B**" at its warehouse, save and except Supervisors, persons above the rank of Supervisor, Office Staff, persons regularly employed for not more than twenty-four (**24**) hours per week.

Yours very truly,

NATIONAL GROCERS CO. LTD.

Paul Doyle  
Director  
Industrial Relations