

**BETWEEN:**

**Westfair Foods Ltd.** carrying on business in the province of Ontario, hereinafter referred to as “THE EMPLOYER”

**AND:**

**The United Food and Commercial Workers Canada Local 1000A** chartered by United Food and Commercial Workers International Union A.F.L. C.I.O. C.L.C., hereinafter referred to as “THE UNION”

**WHEREAS:**

The Employer and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the employer and the employees covered by this Agreement and provide methods for a fair and amicable adjustment of disputes which may arise between them.

**ARTICLE 1 — BARGAINING AGENCY**

1.1 Westfair Foods Ltd. recognizes the United Food and Commercial Workers Canada, Local 1000A as the exclusive bargaining agent for its employees covered by this Agreement employed at real Canadian Superstores in North Western Ontario including Thunder Bay.

1.2 Department Supervisors, Price Checkers, Store Administrators, Pharmacists and those above the rank of Department Supervisors are not covered by this Agreement. In the event the Company creates a new department in the Thunder Bay Superstore selling eye wear, the positions of optician will be excluded under this Article.

1.3 A maximum of four (4) trainee supervisors and/or manager trainees may be appointed at one time. The period of training shall normally be less than six (6) months but may be extended with notification to the Union. There shall be no reduction in the bargaining unit hours as a result of the supervisors/managers in training.

1.4 It is understood that if the College of Pharmacists establish a Registered Pharmacy Technician designation in the Province of Ontario they shall be excluded from the bargaining unit

**ARTICLE 2 — CLARIFICATION OF TERMS**

In this Agreement, wherever the words “he”, “her”, or “him”, appear, it shall be construed as meaning any employee, male or female. Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

### **ARTICLE 3 — UNION SECURITY**

3.1 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. The Company shall require new employees to make application for membership in the Union at the time of their hiring during the lifetime of this Agreement.

3.2 The Employer agrees to provide each new employee, at the time of employment, with a form outlining to the employee, his responsibility in regard to Union membership and outlining the provisions of Articles 16.1, 16.2 and 16.3 of this Agreement, and to provide the Union, in writing, with the name and address of each employee to whom they have presented the form, along with the employee's date of hire; the contents of the form to be such that it is acceptable to the employer. The employer further agrees to provide the Union, once every four weeks, with a list containing names of all employees who have terminated their employment during the previous four week period.

3.3 No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union Committee or for reporting to the Union the violation of any provisions of this agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Labour Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

3.4 Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

3.5 A shop Steward designated by the Union will be allowed to introduce themselves to new employees either on shift or off shift. Such time will be permitted after notifying the manager, supervisor, and shop steward, will not exceed five (5) minutes, and shall not unduly interfere with the employee's regular duties. A Union Representative shall also be entitled to attend any such meeting. This meeting shall take place during the employee's first scheduled work week.

3.6 The Company agrees to recognize a committee comprised of representatives of employees, designated by the Union, for the purpose of collective bargaining with the Company. The Committee will be afforded the necessary time off, with pay, to attend such meetings with the representatives of the Company. The union will subsequently reimburse the Company.

### **ARTICLE 4 — DEDUCTION OF UNION DUES**

4.1 The Company shall collect membership initiation fees as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance. The Company agrees to deduct from the pay of each employee, as a condition of employment, such dues as may from time to time be set by the Union, and to forward the amount so deducted to

the Secretary-Treasurer of the Union. The Company further agrees to record the annual union dues deductions for each employee on his T4 form.

- 4.2 The employer shall remit once each accounting period to the Union:
- (a) monies deducted from the wages of its employees for the union initiation fees, dues, and assessments;
  - (b) a statement showing each employee's name from whom deductions were made, social insurance number, and the amount of the deductions;
  - (c) a statement showing the names of the employees terminated and hired during the preceding accounting period;
  - (d) a statement provided February 1<sup>st</sup> of each year showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees.

#### **ARTICLE 5 — BASIC WORK WEEK**

The Employer reserves the right to schedule hours of operations, employee's hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

- 5.1 (a) For Full Time Employees hired on or before November 14, 2004:  
The basic work week of a full time employee shall be thirty-seven (37) hours, Monday to Saturday, to be worked as scheduled by the employer. Sunday is considered over and above the basic work week.  
For Full Time Employees hired after November 14, 2004:  
The basic work week of a Full Time Employee shall be thirty-seven (37) hours, Sunday to Saturday, to be worked as scheduled by the employer. Sunday is considered part of the basic work week.  
The basic work week for all full time employees shall be made up of three seven hour shifts and two eight hour shifts or four eight hour shifts and one five hour shift.  
Sunday is considered part of the basic work week for all part time employees but is voluntary for part time employees hired on or before November 14, 2004. In the event not enough employees are available to work Sunday, employees will be scheduled to work in reverse order of seniority. All Employees hired on or before November 14, 2004 who work on Sunday shall receive the premium as per Article 10.2 and shall not be eligible for overtime as per Article 6.
- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.
  - (c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by management; in which event, additional time will be paid at applicable regular or overtime rates. Employees are required to leave the store as soon as it is reasonable to do so.

#### **5.2 TIME — SHEETS/TIME CLOCKS**

- (a) The Employer shall provide either time clocks or time sheets to

enable employees to record their time for payroll purposes.

Employees shall record their own time at the time they start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Employer. Where time sheets are used, the employees will record their time in ball point pen.

5.3 The Employer is committed to the early resolution of payroll disputes. If an employee believes they were paid incorrectly they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction then it should be brought to the attention of the Store Manager, or the **Labour Relations Department** and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three working days, the Employee shall be compensated an additional 10% of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday. This article will only apply where the shorted amount is fifty dollars (\$50) or greater.

#### **ARTICLE 6 — OVERTIME**

6.1 All the time worked in excess of the basic work week or work day, as defined in Article 5.1 of the Agreement, shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double time (2x) the regular rate for all hours worked in excess of two (2) hours overtime.

6.2 Part-time employees shall be compensated at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) per week.

6.3 Compensating time off shall not be given in lieu of overtime pay.

6.4 All overtime worked must be authorized by the Company.

6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing the overtime.

#### **ARTICLE 7 — MEAL PERIODS FULL-TIME**

7.1 Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the employer for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours or later than five (5) hours after the start of the employee's shift.

7.2 Upon mutual agreement an employee's lunch break may be less than one (1) hour's duration.

7.3 Meal periods will be scheduled as near mid-shifts as possible. Similarly, rest

periods will be scheduled as near to midway between the meal period and commencement and finish of a shift, as possible.

#### **ARTICLE 8 — REST PERIODS - FULL-TIME EMPLOYEES**

8.1 An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the employer for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision he/she will be subject to discipline, as determined by the employer, which shall be subject to the grievance procedure.

#### **ARTICLE 9 — MEAL AND REST PERIODS - PART-TIME EMPLOYEES**

9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.

9.2 A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:

- (a) combine the two (2) rest periods at mid-shift;
- (b) two (2) rest periods as per usual practice with a half-hour (1/2) lunch break unpaid.

9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period without pay. If an employee abuses this provision he/she will be subject to discipline as determined by the employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.

9.4 Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift as possible.

#### **ARTICLE 10 — PREMIUM PAY**

##### **10.1 NIGHT PREMIUM**

Employees working between 11:00 p.m. and 5:00 a.m. shall receive a premium of a dollar (\$1.00) for each hour worked. Employees who commence a shift between 11:00 p.m. and 5:00 a.m. shall receive the dollar (\$1.00) per hour premium for their entire shift.

##### **10.2 SUNDAY PREMIUM**

Employees hired on or before November 14, 2004 working on Sunday shall receive a premium of one dollar and sixty cents (\$1.60) for each hour worked. Sunday shall be considered as the first day of the week for the purposes of the Collective Agreement.

## **ARTICLE 11 — WORK SCHEDULES — NOTICE OF CHANGE**

The following applies to regular full-time and part-time employees:

11.1 A minimum of twenty-eight (28) hours notice must be given by the employer to re-schedule a full-time employee's work week; such notice is not required with respect to overtime work or in cases of emergency.

11.2 A minimum of twelve (12) hours notice must be given by the employer to re-schedule a part-time employee's work shift; such notice is not required with respect to overtime work or in cases of emergency.

11.3 The employer shall post the weekly work schedule for all employees not later than 6:00 p.m., Thursday of each week for the following week. If a new schedule is not posted by 6:00 p.m., Thursday, then the schedule already posted shall apply for the following week.

11.4 An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of an emergency.

11.5 An employee shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the company and the employee, eight hours of rest between shifts is allowed.

11.6 Full-time employees shall receive two consecutive days off a minimum of once per month. Provided an employee works two Sundays a month, the two (2) consecutive days off shall be Saturday/ Sunday.

11.7 No employee will be required to work more than four (4) hours on the express checkout in any one day, unless they request to, or in the case of an emergency.

## **ARTICLE 12 — WAGES — MINIMUM HOURLY RATES**

### **12.1 RATE SCHEDULE**

The employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached schedule of wages during such time as the Agreement is in force and provided that, if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of the Agreement.

### **12.2 NIGHT SHIFT LEAD HAND**

When night stocking takes place, one (1) employee on the night stocking shift shall be designated as Lead Hand, and shall be paid a premium in addition to the regular rate of pay of seventy-five cents (75¢) per hour.

### **12.3 PREMIUM PAY vs. OVERTIME**

Shift premium pay shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

## **ARTICLE 13 — GENERAL HOLIDAYS**

13.1 The following days shall be paid general holidays:

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

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

13.2 If a holiday falls on a Sunday, the employer agrees the holiday shall be observed on the Monday, unless the Monday is also recognized as a paid holiday, in which case it shall be observed the first day that is not designated as a paid holiday, under this Agreement. Such may be changed by mutual agreement, but shall be taken within two (2) weeks of said holiday.

13.3 In the case of a general holiday proclaimed by a City or Municipality only those stores of the employer in that City or Municipality shall be affected by the requirements of this article.

13.4 Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, employees regularly working shall receive eight (8) hours pay for each such holiday.

13.5 Employees required to work on a holiday shall be compensated at the rate of double (2x) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours minimum pay at the overtime rate (2x) for whatever time worked.

### **13.6 PART-TIME EMPLOYEES GENERAL HOLIDAYS**

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his/her regular hourly rate for each holiday.

13.7 All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours pay at his/her regular hourly rate for each holiday.

13.8 All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a

General Holiday occurs, shall receive four (4) hours pay at his/her regular hourly rate for each holiday.

13.9 All part-time employees who work less than ten (10) hours per week will receive General Holiday pay as set out in the Employment Standards Act.

**ARTICLE 14 — RATES FOR RELIEF WORK**

14.1 A regular, full-time employee assigned to relieve the following Department Supervisors for a period of more than two (2) days shall be paid the following premium for such position for all time so employed:

|                                 |              |
|---------------------------------|--------------|
| General Merchandise Supervisors | 75¢ per hour |
| Food Supervisors                | 75¢ per hour |

14.2 Premium pay for relieving the above Department Supervisors shall be over and above the employee's present prevailing rate.

**ARTICLE 15 — STAFF MEETINGS**

15.1 Staff meetings, wherever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

**ARTICLE 16 — CREDIT FOR PREVIOUS EXPERIENCE**

16.1 New employees will be considered for previous experience credit to a maximum of six (6) months (one thousand and forty (1040) hours) except for Bakery and Meat Production Specialists classifications which will be to a maximum of twelve (12) months (Two thousand and eighty (2080) hours), in their designated classifications provided:

- (i) it is comparable experience in a unionized chain retail food store; and
- (ii) twelve (12) months have not elapsed since their last day worked.

16.2 It shall be the responsibility of the employee to supply reasonable proof of his previous experience within thirty (30) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

The Company will have the right to demand proof of past experience from the employee affected in establishing his proper wage scale.

16.3 When an employee is promoted to a specialist there will be no loss of seniority hours or reduction in pay.

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



## **ARTICLE 17 — CALL-IN TIME**

17.1 All employees called in, except as provided below, and who report for work shall, if requested to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.

17.2 Paragraph (17.1) above shall apply to students on days other than school days. It shall also apply when stores are open for night shopping on school days. On school days, other than when stores are open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours; in which event, they shall receive a minimum of two (2) hours pay at the regular hourly rate.

17.3 If a student is called in before the store opens he/she will be paid for four (4) hours at his/her regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if he/she was brought in to start his/her shift one-half (1/2) hour, or later, after store closing time.

## **ARTICLE 18 — VACATIONS**

18.1 Vacations shall be scheduled from April 1st to September 30th unless otherwise mutually agreed by the employer and the employee. So far as is practical and consistent with the employer maintaining an efficient operation, vacations shall be granted during the period of time requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employee's seniority in selection of vacation dates, except that final determination of vacation dates shall be made by the employer in line with existing conditions.

The vacation schedule for all employees shall be in circulation by January 1st and finalized by March 15th, setting out the employees' vacation entitlement or time off for vacation purposes for the year. Any changes to the finalized vacation schedule must be by mutual agreement. Any vacation request received after February 28th will be considered at the employer's discretion.

18.2 All part-time employees who have completed one (1) year of continuous employment with the employer will have the opportunity to schedule two (2) weeks vacation. Part-time employees who have completed five years of continuous employment with the employer shall receive a third week of vacation. Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees.

18.3 Where employees are entitled to three (3) or more weeks of vacation the additional week(s) vacation may be scheduled at the discretion of the employer.

18.4 Employees entitled to four (4) or more weeks of paid vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the employer.

18.5 All full-time employees, after one (1) year of service shall receive two (2) weeks vacation with pay.

18.6 All employees with five (5) or more year's continuous service with the employer as a full-time employee shall receive three (3) weeks vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the employer.

18.7 All employees with nine (9) or more year's continuous service with the employer as a full-time employee shall receive four (4) weeks vacation with pay.

18.8 All employees with sixteen (16) or more year's continuous service with the employer as a full-time employee shall receive five (5) weeks vacation with pay. All employees with twenty-five (25) or more year's service with the employer as a full-time employee shall receive six (6) weeks vacation with pay.

18.9 All employees with thirty (30) or more year's continuous service with the employer as a full-time employee shall receive seven (7) weeks vacation with pay.

18.10 Full-time employees who are eligible for five (5) or more week's vacation will have the opportunity to schedule three (3) weeks vacation during prime time.

18.11 Part-time employees with less than five (5) years of continuous employment with the employer shall receive vacation pay in the amount of not less than four per cent (4%) of their total earnings.

18.12 Part-time employees with five (5) years or more of continuous employment shall receive six per cent (6%) of their total earnings.

18.13 Part-time employees with ten (10) or more years of continuous employment shall receive eight per cent (8%) of their total earnings as vacation pay.

18.14 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

18.15 The employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature). Total compensation shall be calculated at 2% per week of vacation

entitlement.

18.16 The employer will provide part-time employees with their vacation pay, on a separate cheque, for the previous year by February 28th.

18.17 Where a general holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee received three (3) or more weeks vacation with pay and a general holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the employer, an extra days' vacation with pay interferes with vacation schedules or hampers operation.

18.18 All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid general holiday and all time spent at bakery apprenticeship schools (assuming the employee returns to the employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

18.19 All employees, whose absence due to non-occupational accident or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours pay per week, shall have their vacation pay prorated in the subsequent vacation year (Article 18.2 final paragraph shall not apply).

18.20 Where the services of an employee are retained by the purchaser of the business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing statutes.

18.21 Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four per cent (4%) of the total salary and wages earned for which no vacation allowance has been paid.

18.22 Employees entitled to two, three, four, five, six, or seven weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), twelve per cent (12%), and fourteen per cent (14%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

18.23 Provided a full-time employee advises the Company in writing , at least one (1) month prior to the commencement of his vacation, the Company agrees to schedule, either the Saturday prior or Monday following the vacation off, to

coincide with the scheduled vacation, once per year.

#### **ARTICLE 19 - DISMISSAL NOTICE OR PAY IN LIEU THEREOF**

19.1 Employees regularly working full-time and upon dismissal by the employer shall be given individual notice in writing or pay in lieu thereof, as follows:

- (a) One (1) week's notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive day's service as a full-time employee.
- (b) Two (2) week's notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive year's service.
- (c) Three (3) weeks notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive year's service.
- (d) Four (4) weeks notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive year's service.
- (e) The Employer agrees to pay severance pay on store closing of one (1) weeks pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks pay for full-time employees.

19.2 Full-time employees, reduced to part-time and who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice to which they were entitled immediately prior to the date of their reduction to part-time.

19.3 The Employer shall not be deemed obliged to give notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or just cause.

19.4 This Article shall not be deemed to invalidate an employee's right under Article 32.

19.5 A Copy of the notice of dismissal given to an employee in accordance with this Article shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

#### **ARTICLE 20 — FUNERAL LEAVE**

20.1 In the event of death in the immediate family of an employee, the employee shall be granted leave of absence with pay, with consideration given to travel time for the purpose of attending the funeral. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: Spouse, parent, child, brother, sister, mother-in-law, sister-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, step-mother, step-father, step-son, and step-daughter, or any relative living in the household of the employee.

In the event of the demise of an aunt or uncle, nephew or niece a full time employee will be granted one (1) days leave of absence with pay to attend the

funeral.

In the case of death of spouse, father, mother or child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay.

Part time employees are paid Funeral Leave provided they were scheduled to work.

20.2 Part-time employees shall be granted time off in the event of the death within the immediate family. The term "immediate family" shall include those relatives as defined in the above clause 20.1. The length of such leave shall be determined by the Employer, with consideration given with respect to travel time. The time off, with pay, shall be determined on a pro rata basis of normal, scheduled hours worked during the prior four (4) weeks for days of leave of absence which, normally would have been worked days.

#### **ARTICLE 21 — PREGNANCY LEAVE**

21.1 A female employee may be granted leave of absence without pay for pregnancy. She shall return to work not earlier than six (6) weeks, or later than seventeen (17) weeks after the birth of the child.

21.2 The Employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the employee's work is materially affected by the pregnancy.

21.3 The employee when returning to work, shall give the Employer, two (2) weeks notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in his opinion, endanger her health.

21.4 The employee shall be returned to her former position at the completion of her leave of absence. Should the position no longer exist, the Company and Union shall meet to resolve the issue.

#### **ARTICLE 22 — ADOPTION LEAVE**

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

#### **ARTICLE 23 — PARENTAL LEAVE**

Upon the receipt of at least two weeks notice, the Company will grant Parental Leave without pay and without loss of seniority. An employee on Parental Leave must return to work no later than thirty-seven weeks following the commencement of such leave unless the return is delayed due to verified medical complications.

Parental Leave may begin no more than thirty five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

Notwithstanding the above, if a child comes into custody, care and control of an employee for the first time sooner than expected, the employee will not have to provide written notice but the Parental Leave will begin on the day the employee stops working.

The employee when returning to work from a Parental Leave shall give the Employer two (2) weeks notice of date of return.

A female employee who takes Parental Leave in conjunction with Pregnancy Leave shall be entitled to thirty-five weeks of Parental Leave.

#### **ARTICLE 24 — LEAVE OF ABSENCE**

24.1 The Employer agrees to grant necessary time off, without pay, and without discrimination, to not more than four (4) employees from each Superstore, provided the employees are not from the same department, designated by the Union, for a maximum of one (1) year, to attend a Labour Convention or to serve in an official capacity for the Union; provided that as much notice as is possible shall be given, and, in any event, not less than fifteen (15) days, and provided a suitable replacement can be made available by the Company for the job involved.

24.2 Leave of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of thirty-seven (37) hours for each calendar year. However, time paid for by the Union in excess of thirty-seven (37) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purposes of service increment.

24.3 Employees shall be considered for leaves of absence without pay, at any time of the year, for severe personal or familial distress or other compassionate reasons. Length of leave of absence shall be governed by need, and left to the discretion of the Employer. Requests will not be unreasonably denied.

24.4 Length of leave of absence shall be governed by need, and left to the discretion of the Employer. Application for such leave shall be in writing to the Personnel Department with a copy to the Union Office.

24.5 Employees, who request in writing and are granted a specific day off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than one request is made per four week period calendar. It is understood that the above shall be subject to operational requirements and the employee's restriction.

The above will not restrict a Supervisor from granting additional days off.

24.6 The Company may grant a leave of absence without pay to part time employees with twelve (12) months service, who attend full time post secondary school or who are in a full-time co-op program. During such approved leave, employees will not accumulate seniority and any wage progression increase shall

be suspended. When the employee returns to work at the conclusion of the leave of absence, such employee will receive his rate in effect at the time he commenced the leave, but will be allocated hours on the schedule as the junior part time employee in the department they worked in prior to commencing the leave. The leave of absence is deemed to cover the full school term. The employee will only be permitted to work during their leave at the following times: Christmas vacation, March break and Reading week.

## **ARTICLE 25 — UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

25.1 The Union agrees that the management of the Company, including the right to plan, direct and control store operations, direction of the working force, discharge of employees for just cause, and those matters requiring judgment as to the competency of the employees, is the sole right and function of the Employer. Any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the grievance procedure as set out herein.

25.2 The parties agree that the Company shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.

25.3 The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

## **ARTICLE 26 — STORE VISITS AND BULLETIN BOARDS**

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

Time taken for such visits shall not disrupt the serving of customers or impede the ability of employees to discharge their employment obligations.

A bulletin board will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. All notices posted will be initialed by the **Labour** Relations Manager or his designate.

## **ARTICLE 27 — MISCELLANEOUS**

Smocks, etc.

27.1 Where the Employer requires the employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

#### Union Decals

27.2 The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to management, and posted in a place approved by the Employer.

The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the Workers' Compensation Act.

27.3 The parties agree to an Employee Relations Committee.

#### 27.4 Uniform Shirt

When the company decides to implement a uniform shirt, the following will apply. The Company agrees to:

- (1) provide two shirts to available anytime employees and restricted employees who work one hundred and eighty (180) hours or more in three (3) consecutive periods;
- (2) provide one (1) shirt to restricted employees;
- (3) provide appropriate sizes.

In addition, the Company will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Company at cost.

### **ARTICLE 28 — JURY DUTY AND MATERIAL WITNESS**

28.1 Full-time employees, summoned to jury duty or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on his day(s) off.

Part-time employees, when appearing as a material witness on behalf of this employer shall be re-scheduled or paid for lost hours.

28.2 Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty, or when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purposes of establishing the basic work day. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

### **ARTICLE 29 — PHYSICAL EXAMINATIONS**

Where the Employer requires the employee to take a physical examination,



the examination shall be on Company time.

### **ARTICLE 30 — CASH SHORTAGES**

No employee shall be required to make up cash register shortages unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except as specified below:

In the event a customer claims he/she had been short-changed by the cashier, the cashier shall notify the Manager and together check the change and daily receipts.

No employee shall be required to make up register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

### **ARTICLE 31 — SENIORITY**

31.1 Seniority shall mean the length of continuous service with the Employer in classifications with the seniority group covered by this United Food and Commercial Workers Canada Local 1000A, Collective Agreement. New employees hired during the first six months after the opening of a new store shall have a probationary period of three hundred and sixty (360) hours worked. Employees hired after the first six months and prior to November 14, 2004 shall have a probationary period of two hundred and forty (240) hours worked. Employees hired after November 14, 2004 will have a probationary period of three hundred (300) hours worked. During this probation period, new employees may be discharged by the Employer at its discretion, without recourse to the grievance or arbitration sections of this Agreement. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

31.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to a seniority date based on one hundred and sixty (160) hours being equal to one (1) month of full-time service.

31.3 Seniority shall be exercised only within a seniority group.

31.4 Seniority lists shall be established for each of the departments within the groups covered by the Agreement.

Seniority lists for part-time employees shall be forwarded to the local Union on a quarterly basis, and shall include the employee's name, social insurance number, department, classification, rate of pay, and shall set out the employee's seniority.

Seniority lists for full-time employees shall be forwarded to the Union office once per year, each January 15th.

The Employer agrees to forward a quarterly list of all employees' names, addresses and phone numbers to the Union office in addition to seniority lists

which will be sent once per year.

31.5 Seniority and employment shall be terminated when:

- (a) An employee voluntarily quits or is terminated for just cause.
- (b) An employee fails to report to work after seven (7) days when recalled from layoff. An employee had to be recalled by registered mail at last known address on file with the Employer.
- (c) An employee has been on layoff and has not worked for a period of six (6) months.
- (d) An employee misses three (3) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevent such notice.
- (e) An employee fails to take a medical examination by a duly qualified medical practitioner within a reasonable amount of time when directed by the Labour Relations Department.

#### LAYOFF AND RECALL

- (f) When reducing staff, junior employees within the department in the classification shall be laid-off first. When recalling employees from a lay-off, they shall be recalled in seniority to the department and classification from which they were laid off.
- (g) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:
  - (i) displace the most junior employee within the classification within his seniority group;
  - (ii) displace the most junior employee whose rate is equal to or less than their current rate outside their classification within the seniority group.
- (h) Should an employee exercise their seniority outside their classification, he shall be given a "reasonable opportunity" to do the job in a competent manner. For the purpose of this section "reasonable opportunity" shall mean a maximum of one hundred (100) hours for a full-time employee and fifty (50) hours for a part-time employee.
- (i) An employee exercising his seniority under **(h)** above will be restricted to one opportunity to do a job outside his classification in a competent manner.
- (j) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.
- (k) In the event a full-time position becomes available outside the classification of the most senior full-time laid-off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 31.5(e) (ii).
- (l) In the event a part-time position becomes available, the most senior laid-off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 31.5(e) (ii).

#### Transfers

- (m) The Employer and the Union agree that when transfers of employees between the stores is conducive to the proper operation of the business, the employees will co-operate with the Employer in this matter.
- (n) The Employer agrees that, in the case of an interstore transfer made during an employee's regular daily shift, the employee so transferred, shall be paid for reasonable traveling time from one store to another.
- (o) The Employer agrees that, in the case of the temporary out-of-town transfer, the employee shall be paid reasonable traveling and living expenses.
- (p) The Employer agrees that, if an employee has a good and sufficient reason for not accepting a transfer, the employee will not be forced to accept such a transfer.
- (q) When an employee is transferred within the bargaining unit under contract with United Food and Commercial Workers Canada Local 1000A he will maintain his seniority.
- (r) Employees from outside the bargaining unit of seniority groups may be transferred into a bargaining unit or seniority group provided such transfer does not result in the displacement of or reduction of hours of a member of the said bargaining unit or seniority group.
- (s) Employees in the General Merchandise Departments or in the Courtesy Clerk Classifications, who have worked more than 2000 hours, may request a transfer to a Food Department where there is a vacancy. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer.  
Employees granted a transfer will be on probation for a period of up to 240 hours of work to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position.  
Employees granted a transfer will be placed on the Sales and Service Clerk wage scale at the next higher rate of pay and be assigned the corresponding number of class hours. They shall then be able to exercise their seniority hours in the new department.  
This clause shall not apply with respect to positions in meat and bakery production areas.

### **Promotions**

31.6 Promotions and vacancies shall be filled within the department on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Full-time vacancies shall be filled by department on a city wide basis.

### **PART-TIME EMPLOYEES**

31.7 In scheduling part-time employees in a department the most available part-time hours of work on a weekly basis shall be assigned to such employees within

the classification within the department on the basis of seniority, provided the employee has the qualifications and ability to handle the work to be performed in a competent manner.

The company may assign additional hours that the supervisor would have been required to work, to a junior employee without regard to the above paragraph when relieving a supervisor.

31.8 Part-time employees who are desirous of becoming full-time employees or increase their hours of work, shall inform the Employer, in writing. The Employer agrees to give full consideration to the employee's request. All applications must be made on the understanding that the employee will accept a work assignment in any of the Employer's stores within the area covered by the Collective Agreement.

31.9 When a part-time employee works the basic work week for thirteen (13) consecutive weeks (except for the period May 1st to September 30th), a full-time position will be deemed to exist and will be filled in accordance with Article 31.8 of this Agreement. If no written application for full-time employment is on file, then the first opportunity to fill the position will be given to the above employee if he is desirous of full-time employment. The above shall not apply to part-time employees who are relieving due to pregnancy/parental/adoption leave, WSIB, LTD and Union leave.

31.10 In the event an employee is to be called in to work hours that he has not been scheduled to work such call in shall be by seniority within the classification within the department.

In the event an employee is to be called in to work hours that he has not been scheduled to work any employee may be called for any shift provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

31.11 Any full-time or top rated part-time employee who has completed their probationary period and who is in a store which is to be closed or sold shall be allowed to displace the most junior employee in their classification in the bargaining unit.

31.12 Part-time employees shall declare their availability up to three times per year:

- (1) The third (3rd) Sunday in June (post secondary students on the third Sunday in April);
- (2) The third (3rd) Sunday in September (post secondary students on the last Sunday in August, or the first or second Sunday in September);
- (3) One other time during the calendar year.

Part-time employees shall be required to work according to the above declaration of availability. No changes to Availability shall be permitted except as provided above.

All part-time employees may declare themselves unavailable for a period of up to six (6) consecutive hours and still be considered available anytime for scheduling purposes. The six (6) hour period must fall between Sunday midnight and Thursday noon and be the same block of time each week. All employees exercising this option must do so at the time they declare their availability.

Part time employees hired after November 14, 2004 must be available to work shifts consistent with those scheduled in the department two (2) days per week.

31.13 The Company shall make forms available for an employee who wishes to change his availability according to the dates indicated above or one other time during the calendar year. Such forms shall be completed by the employee and returned to his Supervisor, prior to the declaration dates. Failure to provide the Supervisor with a Declaration of Availability prior to the Declaration Dates shall result in the continuance of the previous Declaration of Availability. New employees shall be required to complete Declaration of Availability forms at the time of their application for employment.

Copies of all Declaration of Availability forms shall be forwarded to the Union office.

31.14 Unrestricted part-time employees who have completed 1,924 hours of service shall receive no less than sixteen (16) hours per week, subject to hours being available.

31.15 Part time employees cannot further restrict their availability during their first six months of employment after being hired with the exception of students who may change their availability during the first two weeks of September or January to attend school. This does not exclude said employees from further opening their availability during this period of time

#### New Department

31.16 From time to time, the Company may establish new departments according to the following criteria:

1. a new group of products or commodities are to be sold or services offered;
2. the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

When a new department is established, the Department Supervisor for that Department will be added to the exclusions under Article 1.

31.17 The Parties agree that, to enhance the Company's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:

- (a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- (b) required to provide all relief for Department Manager;

(c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

The rate shall be thirty cents (30¢) per hour over the top in the Department.

31.18 A copy of the previous week's "Master Schedule", with all changes and authorized time noted, shall be posted by 6:00 p.m. Tuesday and shall remain posted until Thursday at 6:00 p.m. of said week.

### **ARTICLE 32 — GRIEVANCES**

32.1 Any complaint, disagreement or difference of opinion between the Parties hereto, concerning the interpretation, application, operation of this Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

This Article shall not apply in cases of any dismissal of an employee for any reason, whatsoever, where such employee has worked less than the probationary period or had been found unacceptable to the Employer's Bonding Company.

32.2 Grievances must be submitted to the Employer, in writing, not later than eighteen (18) working days from the event giving rise to the grievance, or within five (5) working days of the termination or it shall be waived by the aggrieved party.

The time limits described above may be modified by mutual agreement of the parties.

### **32.3 REPRIMANDS AND SECURITY CHECKS**

(a) A written reprimand or a warning letter shall not be given to an employee except in the presence of the shop steward, or in his absence, another member of the bargaining unit, selected by the employee.

Employees may request their right to the presence of a shop steward or in his absence, another member of the bargaining unit as selected by the employee during a random security check of bags, purses and parcels.

If the steward or another member of the bargaining unit is present during a reprimand, warning letter or security check, he may advise the employee.

Management shall make all reasonable efforts where practicable to ensure that a Shop Seward is present during the above noted situations.

32.4 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

1st step: By a discussion between the employee, with or without a shop steward, and Management. If a satisfactory settlement cannot be reached within ten (10) days, the matter may then be referred to the 2nd step.

2nd step: The Union representative(s) may take up the matter with the Company's Official designated by the employer to handle labour relations. If a

satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 33.

### **ARTICLE 33 — ARBITRATION**

Either of the parties may, within (10) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration and the notice shall contain the name of the first party's appointee of a single Arbitrator.

The recipient of the notice shall within five (5) days inform the other party of the name of its nominee of a single Arbitrator.

If the recipient of the notice fails to appoint an arbitrator, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

No person who was involved in the negotiation of the Agreement will serve as an Arbitrator.

### **ARTICLE 34 — TRANSPORTATION**

The Employer agrees to pay the cost of transportation (bus fare or appropriate kilometer rate) when an employee is transferred to another store or required to use their own vehicle during the course of the employee's day of work. When an employee is transferred to another store during regular working hours, the time taken during transit will be paid by the Employer at the regular hourly rate.

### **ARTICLE 35 — LOCKERS**

The Employer will not search an employee's locker without the presence of the employee and a Shop Steward if requested.

### **ARTICLE 36 — VOTING PRIVILEGES**

The Employer agrees that he will fully comply with any law requiring that the employee be given time off to vote.

### **ARTICLE 37— WELFARE, INSURANCE AND PENSION BENEFITS**

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

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

37.3 The Company will pay the full insurance premiums for the applicable coverage in accordance with the terms of the Programme. The Company, by

payment of these premiums, shall be relieved of any further liability with respect to the benefits of the Programme. The Company shall receive and retain any surplus, credits or refunds under whatever name arising out of the Programme.

37.4 The Company shall arrange for the administration of the Programme, subject to its provisions. The Company shall be under no obligation by reason of the Programme except in good faith to endeavor to obtain its coverage's and to fulfill any other obligations specifically required in this Article 37 or in the Programme.

37.5 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.

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

37.7 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 38 — HEALTH AND SAFETY**

### **38.1**

- a) The Employer agrees to ensure as far as is reasonably practical to do so the Health and Safety of the employees in all of the operations and address health and safety hazards that arise in the workplace.
- b) The Union and the Employer shall each appoint two (2) committee members which shall meet monthly at the place of employment or otherwise mutually agreed upon location.
- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be discussed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.
- e) The Employer agrees that the Worker Representatives will receive the required training by the Ontario Health and Safety Centre in Thunder Bay.

### **38.2 ANTI-FATIGUE MATS**

The parties recognize the need for effective anti-fatigue mats to be placed at the check-stands, customer service and in appropriate areas provided



it is safe and reasonable to do so, as determined by the company.

**38.3 SAFE EQUIPMENT**

The company agrees to maintain equipment that employees are required to use, in a safe condition. Equipment that is not in proper working condition should be reported to the department supervisor.

**38.4 LUNCHROOM**

The company will provide a microwave oven and coffee machine in the lunchroom. Tables and chairs will be maintained in good condition.

**38.5 WATER BOTTLES**

Employees who work at a cash register may elect to bring a bottle of water to their work location under the following conditions:

1. The bottle is a "President's Choice" brand.
2. The size is 500ml or smaller.
3. The bottle is stored out of public sight.
4. The employee exercises common courtesy with customers when consuming water.

**38.6 SAFETY BOOT/ SAFETY SHOE ALLOWANCE**

In the event store employees are required and instructed by the company to wear safety boots/ shoes, the company will reimburse employees for one half (1/2) the purchase price (to a maximum of \$75.00) upon receipt of proof of purchase. Eligible employees will be able to claim once every two years. Proof of purchase must be made to the Store Manager within thirty days of their purchase.

Employees must work a minimum of one year before they are eligible for this allowance.

**38.7 PROTECTIVE CLOTHING**

Special clothing, such as rain capes, parkas, and gloves are to be supplied as decided by the company, where required, in appropriate sizes.

**ARTICLE 39 — EXPIRATION AND RENEWAL**

This Agreement is effective from March 16, 2009 to March 16, 2014 and thereafter from year to year, but either party may, not more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**For the Company:**

**For the Union:**

\_\_\_\_\_

\_\_\_\_\_

Brad Denluck

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Brian Gaulke

---

Amanda Pihichyn

Paul Docherty

---

Roland Lapins

---

Anna Alers-Alers

---

Kevin McKeown

---

Tuija Doiron

## APPENDIX "A"

### Signing Bonus (Date of Ratification)

All full time employees will receive a lump sum of \$1000.

All part time employees with 5+ years of service will receive a lump sum of \$500.

All part time employees with greater than 3yrs but less than five years of service will receive a lump sum of \$400.

All part time employees with greater than 1 year of service but less than 3 years of service will receive a lump sum of \$350.

All part time employees with less than 1 year of service will receive a lump sum of \$250.

### Full-Time

The end rate of each full time wage scale shall increase by 25 cents and become effective on the first full payroll run following date of ratification 2010, March 2011 and by 30 cents March 2013 as reflected in the wage tables.

It is understood that all full time in the progression, will receive an off scale increase of 25 cent per hour on the first full payroll run following date of ratification 2010, 2011 and a 30 cent off scale increase March 2013.

Full time employees at the end rate on March 2012 shall receive a lump sum of \$1500.

### Part-Time

The end rate of each part time wage scale shall increase by 25 cents and become effective on the first full payroll run following date of ratification 2010, March 2011, and by 30 cents March 2013 as reflected in the wage tables.

Part time employees at the end rate on March 2012 shall receive a lump sum of \$750.

Part time employees in the progression will receive a 30 cent off scale increase March 2013. Part time employees in the progression must work the required hours in order to advance on the wage progression.

All part time employees will slot into the wage scales outlined on the wage grids based on the number of hours worked the Sunday after the date of ratification and they shall progress from that point based on hours worked.

### General

Full and Part time lump sums will be paid within three weeks after the dates outlined below.

It is understood that an employee who is absent from work due to illness,

accident or approved leave shall receive the lump sum outlined below provided they are cleared to return to work before the next lump sum payment date outlined below.

In the progression is defined as employees not at the start rate or end rate of their wage scale.

All increases will fall on the payroll closest to the anniversary date of March 14.

**Service Clerk (Part-time) Hired Prior To July 25, 2010**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1251  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 2001  | 10.25   | 10.40 | 10.40    | 10.40    | 10.40    |
| 2751  | 10.25   | 10.45 | 10.45    | 10.45    | 10.45    |
| 3501  | 10.25   | 10.50 | 10.50    | 10.50    | 10.50    |
| 4251  | 10.25   | 10.55 | 10.55    | 10.55    | 10.55    |
| 5001  | 10.50   | 10.60 | 10.60    | 10.60    | 10.60    |
| 5751  | 11.00   | 11.00 | 11.00    | 11.00    | 11.00    |
| 6501  | 11.50   | 11.50 | 11.50    | 11.50    | 11.50    |
| 7251  | 12.00   | 12.00 | 12.00    | 12.00    | 12.00    |
| 8001  | 12.50   | 12.50 | 12.50    | 12.50    | 12.50    |
| 8751+ | 14.25   | 14.50 | 14.75    | 14.75    | 15.05    |

**Service Clerk (Part-time) Hired After July 25, 2010**

| Hours |  | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|--|-------|----------|----------|----------|
| 0     |  | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   |  | 10.30 | 10.30    | 10.30    | 10.30    |
| 1251  |  | 10.35 | 10.35    | 10.35    | 10.35    |
| 2001  |  | 10.40 | 10.40    | 10.40    | 10.40    |
| 2751  |  | 10.45 | 10.45    | 10.45    | 10.45    |
| 3501  |  | 10.50 | 10.50    | 10.50    | 10.50    |
| 4251  |  | 10.55 | 10.55    | 10.55    | 10.55    |
| 5001  |  | 10.60 | 10.60    | 10.60    | 10.60    |
| 5751  |  | 10.65 | 10.65    | 10.65    | 10.65    |
| 6501  |  | 11.00 | 11.00    | 11.00    | 11.00    |
| 7251  |  | 11.75 | 11.75    | 11.75    | 11.75    |
| 8001  |  | 12.25 | 12.25    | 12.25    | 12.25    |
| 8751  |  | 13.50 | 13.75    | 13.75    | 14.05    |

**Courtesy Clerks**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 751   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1501  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 2001+ | 10.25   | 10.50 | 10.75    | 10.75    | 11.05    |

**GM Specialists**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1151  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 1801  | 10.25   | 10.40 | 10.40    | 10.40    | 10.40    |
| 2451  | 11.00   | 11.00 | 11.00    | 11.00    | 11.00    |
| 3101+ | 13.65   | 13.90 | 14.15    | 14.15    | 14.45    |

**General Merchandise Departmental Assistants**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1151  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 1801  | 10.25   | 10.40 | 10.40    | 10.40    | 10.40    |
| 2751+ | 10.90   | 11.15 | 11.40    | 11.40    | 11.70    |

**Service Clerks, Food Departments (Full-Time) Hired or Promoted**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 12.50   | 12.50 | 12.50    | 12.50    | 12.50    |
| 2001  | 13.67   | 13.67 | 13.67    | 13.67    | 13.67    |
| 4001  | 14.84   | 14.84 | 14.84    | 14.84    | 14.84    |
| 6001+ | 17.75   | 18.00 | 18.25    | 18.25    | 18.55    |

**Meat and Bakery Production Specialists (Full-Time)**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 12.75   | 12.75 | 12.75    | 12.75    | 12.75    |
| 2001  | 13.92   | 13.92 | 13.92    | 13.92    | 13.92    |
| 4001  | 15.09   | 15.09 | 15.09    | 15.09    | 15.09    |
| 6001+ | 18.00   | 18.25 | 18.50    | 18.50    | 18.80    |

**Meat and Bakery Production Specialists (Part-Time)**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1251  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 2001  | 10.25   | 10.40 | 10.40    | 10.40    | 10.40    |
| 2751  | 10.25   | 10.45 | 10.45    | 10.45    | 10.45    |
| 3501  | 10.25   | 10.50 | 10.50    | 10.50    | 10.50    |
| 4251  | 10.25   | 10.55 | 10.55    | 10.55    | 10.55    |
| 5001  | 10.25   | 10.60 | 10.60    | 10.60    | 10.60    |
| 5751  | 10.75   | 10.75 | 10.75    | 10.75    | 10.75    |
| 6501  | 11.25   | 11.25 | 11.25    | 11.25    | 11.25    |
| 7251  | 12.00   | 12.00 | 12.00    | 12.00    | 12.00    |
| 8001  | 12.50   | 12.50 | 12.50    | 12.50    | 12.50    |
| 8751+ | 14.75   | 15.00 | 15.25    | 15.25    | 15.55    |

**Meat and Bakery Trainees/Apprentices Scale**

This classification will include Trainees/Apprentices with the Department.

Trainees/Apprentices will be selected on the basis of seniority provided their skills, qualifications, merit, and ability to perform the work are equal relative to one another.

The duties of Trainees/Apprentices can include all aspects of the Production Specialist and they will be under guidance of same.

When a Production Specialist position becomes available, those Trainees/Apprentices in the Department with 2000 hours will be considered for the position. If the Trainee/Apprentices are not suitable or not available to fill a Production specialist position, the Company has the right to hire outside. After 5750 hours as a Trainee/Apprentice, the employee will automatically be reclassified as a part-time Production Specialist.

Upon reclassification to a part-time Production Specialist, the Trainee/Apprentices will be credited with all of their Trainee/Apprentice hours for the purpose of establishing their rate on the part-time Production Specialist scale.

**Meat and Bakery Trainees/Apprentices (Part-Time)**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.30 | 10.30    | 10.30    | 10.30    |
| 1251  | 10.25   | 10.35 | 10.35    | 10.35    | 10.35    |
| 2001  | 10.25   | 10.40 | 10.40    | 10.40    | 10.40    |
| 2751  | 10.25   | 10.45 | 10.45    | 10.45    | 10.45    |

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| 3501  | 10.25 | 10.50 | 10.50 | 10.50 | 10.50 |
| 4251  | 10.25 | 11.00 | 11.00 | 11.00 | 11.00 |
| 5750+ | 11.50 | 11.75 | 12.00 | 12.00 | 12.30 |

Employees in the RX Tech classification must have a demonstrated ability to manage a new prescription from intake to the Pharmacist's sign off. Existing Rx Techs will move over to the new rate and other employees may enter this classification where there is an opening determined by the Company.

**Full-time and Part-time  
Pharmacy Technicians**

| Hours | Current | D.O.R | Mar 2011 | Mar 2012 | Mar 2013 |
|-------|---------|-------|----------|----------|----------|
| 0     | 10.25   | 10.25 | 10.25    | 10.25    | 10.25    |
| 501   | 10.25   | 10.50 | 10.50    | 10.50    | 10.50    |
| 1001  | 10.25   | 10.75 | 10.75    | 10.75    | 10.75    |
| 1501  | 10.25   | 11.00 | 11.00    | 11.00    | 11.00    |
| 2001  | 10.86   | 11.50 | 11.50    | 11.50    | 11.50    |
| 2501  | 11.57   | 12.00 | 12.00    | 12.00    | 12.00    |
| 3001  | 12.28   | 12.50 | 12.50    | 12.50    | 12.50    |
| 3501  | 13.25   | 13.25 | 13.25    | 13.25    | 13.25    |
| 3701+ | 14.00   | 16.55 | 16.80    | 16.80    | 17.10    |

Appendix "B"

Courtesy Clerks

Courtesy Clerks' duties are limited to basket and cart retrieval, bagging, sorting of returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put- aways), sweeping and cleaning the check stand, entrance and entire store area. Duties will not include replenishment of shelves.

It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store

premises and shall also include clean-up (dust, wash, shovel, damp mop, clean up product spills and breakages) in the lunchroom, washroom, parking lot and sales area. The sales area shall be defined as any area within the store where the customers normally shop.

The total number of courtesy clerks hours in a store shall not exceed ten percent (10%) of the total hours worked in the bargaining unit of that store each and every week.

If the Company exceeds the ten percent (10%) indicated above in a week, hours in excess of the ten percent (10%) shall be paid at the rate of twelve dollars and fifty cents (\$12.50) per hour to the most senior Service Clerk(s).

Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction in hours at the time Courtesy Clerks are introduced.

### **LETTERS OF UNDERSTANDING**

1. The parties recognize their joint responsibility to accommodate injured workers. The employee's job duties will be modified and/ or they will be reassigned to a different work assignment where reasonably practical. Employees have a responsibility to keep the Company informed of their condition, provide proper medical documentation (related to their ability to perform their job and any restrictions) in a timely fashion, and accept reasonable assignments that make a productive contribution to the Company's operations.

2. Appendix "A" — The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

3. Employee Relations Committee — The parties agree to an Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. The meetings will be held quarterly at a store or otherwise mutually agreed location.

The Committee will include up to six (6) bargaining unit employees or their designates. Subjects addressed may include health and safety, housekeeping and maintenance.

Issues that arise between meetings may be presented in writing to management or the Union. The Company will reply in writing or determine that an additional E.R.C. meeting is necessary.

The existence of this committee will not affect employees' rights under Article thirty-two (32).

4. Voluntary Training — Upon completion of the probationary period, employees will be paid for voluntary training hours at the starting rate in their classification.

5. Second Supervisor (Food) — The parties agree that a second supervisor may be appointed excluded under Article 1 in the Bakery, Meat, Grocery,



Produce and Front End departments where the Company determines it necessary for the proper operation of the business.

Second Supervisor (GM) ----The parties agree that a second supervisor may be appointed (excluded under article 1) in each of the general merchandise departments, up to a maximum of eight, where the company determines it necessary for the proper operation of the business.

6. The employer will not require Doctor's certificates from employees unless:
  1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future, or;
  2. The duration of the absence, or the circumstances surrounding the absence, require verification.
7. WSIB - In no event will an employee receive more than fifty-two weeks pay in a calendar year combining their benefits and vacation entitlement. When an employee has been absent for more than one calendar year, they shall not be entitled to vacation pay.
8. Lockers - The Employer agrees to provide a locker to the Area Union Staff Representative for the purposes of storing Union records and documents.
9. Personal Harassment --- The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 32. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 33. In the event that the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

  - 1)The matter will be referred to a mediator from an agreed list of suitable mediators.
  - 2)If the matter is not resolved through direct mediation, the mediator will write a report outlining his view of the matter and make recommendations for a resolution.
  - 3)Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the employer.

Signed on this XXXXXXXX day of XXXXXXXX, 2005.

For the Company:

For the Union:

### **LETTER OF UNDERSTANDING**

#### 10. Exclusions

The Parties agree that the current roster of Departmental Supervisors includes the following:

Exclusions

The Parties agree that the current roster of Departmental Supervisors includes the following:

**Foods Departments**

Grocery Supervisor #1  
Grocery Supervisor #2  
Front End Supervisor  
Meat Supervisor  
Bakery Production Supervisor  
Bakery Sales Supervisor  
Seafood Supervisor  
Deli Supervisor  
Produce Supervisor #1  
Produce Supervisor #2  
Bulk Foods Supervisor  
Home Meal Replacement Supervisor  
Natural Value  
CAO Supervisor

**General Merchandise  
Departments**

Apparel Supervisor  
Beauty Supervisor  
Toiletry Supervisor  
Home - Household  
Home - Garden/ Leisure  
Home - Seasonal  
Photo-Electronics Supervisor  
Photo-Lab Supervisor  
Pharmacy Supervisor  
Wearunder Supervisor  
OTC Supervisor  
Optical Supervisor

11. The parties agree that bargaining unit employees employed at each location shall each constitute a separate seniority group for the purpose of Article 31.

12. Orientation Booth

The employer agrees that the Union Presentation Booth will be allowed into the store under the same past practice terms UFCW 1000A has with other Loblaw banners. The booth will be attended by a representative(s) chosen by the Union to deliver the information and the Employer agrees that the Union will be afforded orientation time as per Article 3.5.

13. Transition to Computer Assisted Ordering (“CAO”):

- 1) The Parties agree to exclude 1 (one) CAO Supervisor from the bargaining unit who will oversee the CAO Department.
- 2) The current incumbent not covered off under #1 above, will be allowed to remain in their current position until a supervisor position becomes available in Thunder Bay.
- 3) The Employer will create 1 (one) in-scope full time position which will be classified as CAO, which will operate from the CAO Department.
- 4) The Employer agrees to post the job and fill it by individuals or selected on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work.
- 5) Fulltime and part time wage rates are contained in Appendix A.

14. Extended Hours/ 24-hour stores

The following conditions will apply to the Thunder Bay Superstore that is open twenty (20) or more hours per day. They will not apply to bakery and meat production, bakery and meat sales related to current production stores, full-time grocery night stocking employees and night receiving employees.

In the event that the Company elects to expand the store hours to twenty (20) hours or more per day in any of its retail stores, it shall advise the Union and the affected employees a minimum of two (2) weeks in advance of the change.

Night shift sales will be defined as all work performed which starts between 11:00 p.m. and 7:00 a.m. inclusive, where the majority of hours fall between 11:00 p.m. and 7:00 a.m.

Seniority will be the governing factor in staffing the night shift sales. Senior employees will be given first choice to work or not work and, if there are insufficient volunteers reverse order of seniority will apply.

Employees will not be required or scheduled to work hours during the night shift sales and normal store hours in the same week. There will be a minimum of forty-eight (48) hours between the end of the employee's day shift and the beginning of the employee's night shift and also between the end of the employee's night shift and the beginning of the employee's day shift.

It is understood that for part time employees hired before the stores opens the extended hours, available anytime status would be met provided that the employee is available for the same hours that were previously scheduled within their department prior to the store hours changing to twenty or more hours.

The minimum shift for employees working the night shift sales will be six (6) hours but the Company will endeavour to schedule longer shifts whenever possible. The scheduling of longer shifts will be subject to the operational requirements of the business.

When a store opens 20 or more hours per day, employees will be given an additional one-time opportunity to change their declaration of availability.

The Company will take the appropriate steps to ensure the safety and security of employees working at extended / 24-hour stores.

15. Front End Merger: The Cashiers, Customer Service, Cash Office and Courtesy Clerks will be merged into two departments: Front End and Courtesy Clerks.

It is understood that employees hired prior to date of ratification, who want to work exclusively as cashier, cash office, front end or customer service will not be required to work in another area of the front end department.

Employees will be trained to work in other areas on the basis of seniority, the number to be trained will be based on operational requirements.

A master list of which areas employees are trained to work will be kept at customer service and will be available to be reviewed by the Steward and/ or Union Representative.

16. Long Service Employees: The parties agree that the following employees will receive the lumps sums and increases as per Appendix A.

Gary Langois  
Louis Nagy  
John Dicarlo  
Cliff Auger  
Christina Whitehead  
Denise McClymont  
Joy Cook  
Emil Gerdevich  
Franca Scalzo  
Michelle Lemieux  
Patti Teepell  
Erminia Sousa  
Dina Machan  
Valerie Oleksak

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the Company:

For the Union:

**APPENDIX "C"**  
**WELFARE AND INSURANCE BENEFITS**  
**GROUP INSURANCE COVERAGES**

**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-one (21) and any unmarried dependent children who are mentally or physically infirm to any age.

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

## **ARTICLE 2 — LIFE INSURANCE**

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

2.02 The Insurance for an insured employee, who becomes totally disabled before normal retirement age, will be continued during the continuance of total disability until the employee recovers or attains normal retirement age. The insurer shall reserve the right to require the employee to submit a 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 result 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 or Dismemberment Insurance shall be:

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

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

- (i) Suicide or willfully 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 milliliters of blood.

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

**ARTICLE 4 — SURVIVOR INCOME BENEFITS**

4.01 On the death of an insured employee, a monthly benefit will be payable to his/her spouse and/or children under the 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 Article,

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 benefits which the employee has accrued to the date of 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 a 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;
- (v) Ontario Health Insurance Plan

## **ARTICLE 5 — WEEKLY INDEMNITY INSURANCE**

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

|          | Years of Continuous Full-time Employment with the Company | But             | Amount of Maximum |
|----------|---|-----------------|-------------------|
| At Least | Less Than   | Weekly Benefits | Period            |

|                        |              |
|------------------------|--------------|
| First of the month     | 75% of Basic |
| next following 3 years | Weekly Wage  |
| date of hire           | 26 weeks     |
| After 3 years          | 85% of Basic |
|                        | Weekly Wage  |
|                        | 26 weeks     |

The weekly benefit shall be determined based on basic weekly wage and services 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 the Workers' Compensation or similar law;
- (ii) Disability resulting from willful, 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 21 of this Agreement

## **ARTICLE 6 — LONG-TERM DISABILITY INSURANCE**

6.01 Upon receipt and approval by the insurer of due proof that an insured employee has become totally and continuously disabled for a period of twenty-six (26) weeks, a monthly benefit shall be paid to the employee until the earliest of the following dates:

- (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 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:

Benefit as a Percentage



Portion of Basic Monthly of Basic Monthly Wage

First of \$3,010.00                      66%

Subject to a maximum monthly benefit of \$1,987.00

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

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

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

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

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

- (i) Willfully 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 21 of this Agreement.

## **ARTICLE 7 —SEMI-PRIVATE HOSPITAL AND AMBULANCE EXPENSE INSURANCE**

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

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

use of other means of transportation.

#### **ARTICLE 8— PRESCRIPTION DRUG EXPENSE INSURANCE**

8.01 Prescribed drugs are to be purchased at a participating Drug Store. 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 fifty cent (50¢) deductible for each prescription.

8.02 For prescribed drugs not purchased at a participating Drug Store, the employee will be required to fill out a claim form for each receipt within ninety (90) days of the date of purchase to the Health Insurance Department at Head Office. After processing the claim, the Company will reimburse the employee for the amount of the prescription 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 prescription of a duly qualified medical practitioner. Oxygen will be covered when prescribed. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding actual charge of administration. The following expenses are excluded:

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

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

#### **ARTICLE 9—QUEBEC RESIDENTS SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE**

9.01 For those full-time Ontario employees who are resident in the Province of Quebec, the Company will provide Supplemental Hospital and Medical Insurance coverage's, until such coverage's 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-imburement provided under the Ontario Health Insurance Plan. Covered expenses are as set out in the following schedule:

- (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, reimburse the employee for one hundred percent (100%) of the charges for covered dental services listed under Article 10.02, Part "A"; ninety percent (90%) of the charges for covered dental services listed under Article 10.02, Part "B", subject to a total annual maximum reimbursement 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" excludes 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 nine (9) 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 anesthesia in connection with oral surgery;
- (m) x-rays in connection with oral surgery;
- (n) injections of antibiotic drugs by attending dentist;
- (o) one (1) oral hygiene instruction per insured individual per life-time.

### **Part "B"**

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

**Part “B” Benefits Not Provided**

- (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 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 provisions is made in the prevailing Schedule of Fees of the Provincial Dental Association in the Province of residence.

**Part “C”**

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

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

The benefit will be paid in equal installments beginning when the orthodontic appliances are first inserted, and monthly thereafter for the estimated duration of the treatment plan, as long as the patient remains covered. If benefits are being

paid on termination of coverage, they will be continued for charges incurred during the rest of the quarterly installment period in progress.

10.03 The services set out in Article 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 the statute;
- (c) 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;
- (d) services required because of willfully, self-inflicted injuries;
- (e) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist;
- (f) charges for a procedure for which an active appliance was installed before the patient was covered.

10.04 If employment is terminated because of retirement at normal retirement age or in the event of lay-off where an employee receives 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.

#### **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, a maximum of twelve (12) days per calendar year, at one

hundred percent (100%) of basic daily pay.

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

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

## **ARTICLE 14 — OPTICAL PLAN**

### **14.01 Definitions**

In this benefit,

- (a) “Optometrist” means a member of the Canadian Association of Optometrists or of any Provincial Association associated therewith;
- (b) “Physician” means a person who is legally licensed to practice medicine;
- (c) “Reasonable and customary charges” mean charges which are usually made for the items of expense listed under Eligible Expenses in the absence of insurance, excluding any portion of the charges which exceed the general level of charges in the area where the expense is incurred, except that the charges for eligible expenses incurred outside of Canada which are in excess of the level of charges for comparable services rendered in the area in which the Canadian Head Office of the Policyholder is located, will not be considered 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 (1) 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 a maximum total eligible expenses of two hundred dollars (\$200.00) 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**

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

## **APPENDIX D RETIREMENT BENEFITS**

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

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

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

1.3 (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 automatically terminating the Pension Plan maintained pursuant to Section 1.2 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 different meaning is specifically required by the context hereof.

2.1 "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.

2.2 "Agreement" shall mean this Appendix "D" to an Agreement between Westfair Foods Ltd. and United Food and Commercial Workers **Canada** Union, Local 1000A.

2.3 "Company" shall mean Westfair Foods Ltd. acting through its Board of Directors or any person authorized by that Board of Directors to act on its behalf.

2.4 "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.

2.5 "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 the 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.

2.6 "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.

2.7 "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 T-4) for that employee.

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

2.9 "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 7.5 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 7.6 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 to 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 10th, 1972 and evidenced by the terms and conditions thereof substantially presented in the booklet (revised and re-issued May 1967) distributed to members) and
- (ii) for the period on and after May 1st, 1972

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

2.18 "Spouse" shall mean, at the date a determination of marital status is required, a person of the opposite sex to the Member.

- (a) to whom the Member is legally married, and from whom the Member is not living separate and apart; or
- (b) with whom the Member has been living in a conjugal relationship for a continuous period of at least three (3) years; or
- (c) with whom the member has been living in a relationship of some permanence, if they are natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 of Ontario, except that if the above definition differs from the definition of "Spouse" in any other Applicable Legislation, such other definition shall take precedence, where applicable. If a member is survived by both a legal Spouse and a common-law Spouse, the term "Spouse" shall mean the legal spouse, unless the member has designated his common-law Spouse by name as his Beneficiary, on a designation form filed with the Company, in which event the term "Spouse" shall mean the named common-law Spouse.

2.19 "Year's maximum Pensionable Earnings" or "YMPE" shall mean the Year's Maximum Pensionable Earnings as defined each year under the Canada Pension Plan, as amended from time to time. this shall also be known as "Canada Pension Plan Ceiling".

### **SECTION 3 — GOVERNMENT APPROVAL**

3.1 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.

3.2 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**

4.1 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.

4.2 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.

4.3 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 Continuous Service provided he has not then attained his Normal Retirement Date.

4.4 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.

4.5 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.

4.6 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.

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

## **SECTION 5 — RETIREMENT DATE**

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

5.2 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 7.2 hereof.

5.3 Notwithstanding the provisions of Section 5.2 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 5.2 above except that "ten (10) years" shall read "fifteen (15) years"

## **SECTION 6 — CONTRIBUTIONS**

### **Member Contributions**

6.1 Subject to an election pursuant to Section 6.2 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 6.6, less the amount that the Company must withhold from such Earnings in respect of contributions to the Canada or Quebec Pension Plan.

6.2 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 6.6. In the event such a member elects to contribute pursuant to Section 6.1 above, he shall not be entitled, thereafter, to elect to contribute pursuant to Section 6.1 above, he shall not be entitled, thereafter, to elect to contribute pursuant to this Section 6.2.

6.3 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.

6.4 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, contribution of Members during the year and all other relevant factors.

6.5 Notwithstanding Sections 6.1, 6.2 and 6.3. Members shall not be required or permitted to contribute in respect of Plan Years 1984 - 1989.

| 6.6. Plan Year | Rate   |
|----------------|--------|
| Prior to 1981  | 5%     |
| 1981           | 3%     |
| 1982           | 2-1/2% |
| 1983           | 2%     |
| 1984 - 1989    | NIL    |
| 1990           | 1/2%   |
| 1991           | 1%     |

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

## **SECTION 7 — AMOUNT OF PENSION**

7.1 Each member who retires at their Normal Retirement Date shall receive a pension, commencing on their Retirement Date and payable in equal monthly installments. Each monthly installment shall be equal to one-twelfth (1/12) of the sum of the following (as may be applicable).

- (a) 35% of the amount described in (i) or (ii) as applicable;
  - (i) for members contributing pursuant to Section 6.2 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 31st, 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 6.1 hereof with effect from January 1st, 1973, the Member makes contributions pursuant to Section 6.2 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 6.1 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 7.3 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).

7.2 A Member who retires on or before December 31st, 1976 and prior to their Normal Retirement Date in accordance with Section 5.2 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 7.1 above to his Early Retirement Date or

- (b) an immediate retirement income in the same amount as determined in Section 7.2(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 5.2 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 7.1 above to their Early Retirement Date; or
- (b) an immediate retirement income in the same amount as determined in Section 7.2(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 5.2 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 to Section 7.1 above to their Early Retirement Date; or
- (b) an immediate retirement income in the same amount as determined in Section 7.2(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 7.2(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 7.2(a) above. Notwithstanding any other provisions of this Section 7.2, the cost of the retirement benefit under this Plan, exclusive of benefits purchased with Member's voluntary contributions, payable pursuant to this Section 7.2 shall not exceed the cost of a maximum retirement benefit, as specified in Section 7.4 hereof, payable at age 60 as a single life annuity guaranteed for ten (10) years.

7.3 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 7.1(a) hereof;

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

7.4 Notwithstanding any other provisions of this Agreement, in no event shall the annual retirement benefit payable under this Plan, exclusive of the benefit purchased with member's 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 benefits 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.

7.5 "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).

7.6 "Active Benefit Indexation" — Effective January 1, 1991 on each January 1st until the later of commencement of a pension and age 65, the pension earned by active members as at the previous January 1 shall be adjusted on a percentage basis by the inflation adjustment factor described in Section 2.10(b).

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

8.1 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 12.2.

8.2 Notwithstanding Section 8.1 above, the Pension for a Member electing to receive a Pension prior to their Normal Retirement Date pursuant to Section 7.2(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.

8.3 Notwithstanding any provisions of the 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**

9.1 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.

9.2 If at the date of the break in his Continuous Service as set out in Section 9.1 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 of Section 7.1 hereof for Continuous Service prior to January 1, 1987.

9.3 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 9.1 above.

9.4 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 9.1 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 7.1 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.

### **9.5 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 7.1 in respect of his years of Continuous Service while a Plan Member on and after January 1, 1987.

## **9.6 Portability**

In lieu of the pension accrued under Sections 9.2, 9.4 and 9.5, a terminated Member may elect to transfer the commuted value of such Pension to:

- (a) another pension plan in which the Member is a member or former member, provided the terms of the other pension plan permit such a transfer;
- (b) the Member's eligible prescribed (locked-in) retirement savings arrangement;
- (c) an insurance Company licensed to transact business in Canada, for the purchase of an immediate or deferred life annuity.

Such transfer shall not be made until the financial institution receiving such funds agree to administer the funds on a locked-in basis, 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.

9.7 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.

9.8 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**

10.1 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 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 10.1 above; or
- (b) if the Member received a refund of contributions, the member's death benefit pursuant to Section 10.1 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.

**10.3 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 7.1 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.

#### **10.4 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**

11.1A Member may, by written notice communicated to the Company during such Member's Lifetime, designate a person to receive 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 provision 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.

11.2 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 Section 10.1 and 10.2 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.

11.3 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**

#### **12.1(a) Normal Form for member 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 commences 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 percent (60%) 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 12.1(a).

The Member and the Member's Spouse may jointly waive the requirements of this Section 12.1(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 benefits is to commence, provided that this waiver is not revoked either by the Member or their Spouse prior to the commencement of the pension. Benefits shall then be payable in accordance with Section 12.1(a) or 12.2, as applicable.

12.2 Each Member may elect to receive, in lieu of the normal Pension, an optional form of Pension in an actuarially equivalent amount to 12.1(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 percent (60%) 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.

**(f) Pension Integrated with Government Pensions**

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

12.3 The Group Annuity Table for 1983 with an interest rate of eight percent (8%) shall be used in computing actuarially equivalent benefits pursuant to Section 12.2 hereof.

**SECTION 13 — GENERAL PROVISIONS**

13.1 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.

13.2 If the amount of the retirement income or deferred retirement income payable to the participant is less than two percent (2%) 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.

13.3 Nothing in the 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.

13.4 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.

13.5 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 and 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.

## **APPENDIX E PART TIME EMPLOYEES**

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

- (a) An employee is eligible for a OHIP Premium rebate or Quebec Health Insurance Health rebate whichever is applicable to the employee, on the first of the month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least four hundred (400) hours in the previous calendar year.
- (b) An employee who is not covered by OHIP through any other source will be entitled to the OHIP Premium rebate.
- (c) An employee, their spouse and eligible dependents are eligible for an OHIP Premium rebate on the first month coincident with or following three (3) years of continuous employment with the Company provided he has worked at least seven hundred (700) hours in the previous calendar year.
- (d) Payment will be made upon the receipt of proof of purchase.

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

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

- (b) An employee who is not covered by any other form of Optical coverage through any other source will be entitled to a maximum reimbursement of two hundred dollars (\$200.00) once every two (2) years.
  - (c) Payment will be made upon the receipt of proof of purchase.
  - (d) Dependents of employees are not eligible for Optical coverage.
- 1.3 (a) An employee and the children of single parents are eligible for Dental Expense Insurance and shall be insured on the first day of the month coincident with or first following one (1) year of continuous employment with the Company, provided he has worked at least four hundred (400) hours in the previous calendar year.
- (b) Dependents of employees are not eligible for Dental Expense Insurance.
  - (c) Upon receipt by the Insurer within ninety (90) days from the date of billing by the dentist and approval by the Insurer of due proof that an eligible employees 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 five hundred dollars (\$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 Ontario. Such schedule shall not be adjusted downward and shall be one (1) year ahead of the Industry Plan.
  - (d) Covered dental services shall be the following:

**Part A**

- (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 nine (9) 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 prosthesis and appliances;
- (10) endodontic treatment (root canal therapy);
- (11) oral surgical procedures including the removal of teeth (erupted, unerupted, or impacted);
- (12) general anesthesia 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 re-cementing of crowns, inlays, bridgework and dentures or relining of dentures;
- (6) periodontal prosthesis 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.
- (e) The services set out in paragraph (d) hereof shall be subject to the following limitations for which Dental Expense Insurance is not payable:
- (1) services covered by Worker's Compensation or similar statute;
  - (2) services which the employee is eligible for, or entitled to, under any statute;
  - (3) 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;
  - (4) services required because of willfully self-inflicted injuries;
  - (5) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist.
- (f) If employment is terminated because of retirement or if employment is interrupted because of disability or lay-off when an employee receives a U.I.C. Separation Certificate indicating a work shortage as the reason for separation, the Dental Expense Insurance will be continued for an employee for up to three (3) months following the last month worked by the employee. If the employee is still disabled or laid off after this three (3)



month period, the employee may continue to be insured for a further three (3) months by paying directly to the Company a monthly premium of six dollars (\$6.00).

- 1.4 (a) The employer agrees to provide prescription drug coverage for part time employees including the children of single parents, for employees after one (1) year of service provided he has worked at least four hundred (400) hours in the previous calendar year as follows:
- (b) 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 (\$0.50) deductible.
- (c) Covered expenses are drugs dispensed on a prescription of a duly qualified medical practitioner for the use of an employee or eligible dependent. Insulin is covered with or without a prescription. Diabetic supplies are covered when purchased on the prescription of a duly qualified medical practitioner. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded:
- (1) patent or proprietary medicines;
  - (2) vitamins, vitamin preparations or food supplements;
  - (3) prescriptions paid for by any other agency or plan;
  - (4) drugs in excess of: one (1) months supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
  - (5) appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;
  - (6) medication or medicines other than those referred to in sub-item (1) above, which are normally considered over-the-counter preparations and not requiring a prescription;
  - (7) cost of delivery.

## NOTES

Printed by Thistle Printing Limited  
35 Mobile Drive, Toronto, Ontario  
M4A 2P6