

**Maplegrove Transport
COLLECTIVE AGREEMENT**

between

**NATIONAL GROCERS CO. LTD.
(hereinafter called the “Company”)**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1006A
(hereinafter called the “Union”)**

August 2, 2015 – March 8, 2021

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ARTICLE 1 - RECOGNITION

- 1.01 The Company agrees to recognize the Union as the exclusive bargaining agent for all employees of National Grocers Co. Ltd. Employed in the Transport Division at 1105 Fountain Street North, Cambridge, Ontario, save and except Supervisors, persons above the rank of Supervisor, Transport Dispatchers, Procurement Coordinators, office staff, and any persons covered by any subsisting Collective Agreement binding upon National Grocers Co. Ltd..
- 1.02 (a) Full-time employees are those employees who normally work the hours provided for in Article 10.01 herein.
- (b) Part-time employees are those employees who normally work thirty (32) hours per week or less. All matters relative to part-time employees shall be governed by Appendix "A" of this Agreement.
- (c) The Company reserves the right to utilize temporary agency drivers in Company equipment.

ARTICLE 2 - FUNCTIONS OF MANAGEMENT

- 2.01 The Union agrees that the Company has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to contract work, to establish and maintain reasonable rules and regulations covering the operation of the business, provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.
- 2.02 The Union also agrees that the Company has the exclusive right and power to study or introduce new or improved production methods or facilities and the Union agrees to co-operate with the Company in the installation of any such methods and in the education of its members for the necessity of such changes and improvements.
- 2.03 The Company therefore, retains all rights not otherwise specifically covered in this Agreement, provided however that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

ARTICLE 3 - UNION SECURITY

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

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

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

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

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

(d) The Company agrees to continue to provide the Union with dues information in the electronic machine readable format it is currently provided in, or in such other format as is mutually agreeable to the Company and the Union. The Company further agrees to record the annual union dues deductions for each employee on his T4 form.

(e) The Company agrees to forward to the Union office on a monthly basis, a complete alphabetical listing of all employees, including their home address, starting date, plant location, department and social insurance number, separated into full-time and part-time.

3.02 The Company agrees to recognize a reasonable number of stewards appointed by the Union who shall be recognized for the purposes of investigating and processing grievances. It is understood that the stewards have their regular work to perform on behalf of the Company and when it is necessary to service a grievance they will not leave their work without seeking the prior approval of their Supervisor, which shall not be unreasonably withheld. When resuming their regular work, they will report to their Supervisor. With this understanding, the Company will pay for any regular hours lost by the stewards in handling grievances during working hours.

3.03 The Company will recognize a Union bargaining committee comprised of a maximum of five (5) employees for the purpose of negotiating this Agreement and the renewal of this Agreement. With this understanding, the Company will pay such members of the bargaining committee for any regular hours lost during such negotiations.

- 3.04 Authorized representatives of the Union shall be entitled to visit the warehouse 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 Supervisor has given his consent, which shall not be unreasonably withheld.
- 3.05 Part-time employees shall pay to the support of the Union the amount of weekly dues, which will be checked off. The Company shall indicate on a check-off form if an employee is a part-time employee.

ARTICLE 4 - ADJUSTMENT OF GRIEVANCES

- 4.01 It is understood that the Company, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 4.02 Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievance in the hands of the Union for review and adjustments by the Company, if necessary. Grievances shall be processed as follows:

Step One

Between the employee concerned, the appropriate steward, and the Supervisor. The grievance must be filed within ten (10) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Supervisor shall give an oral decision within five (5) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and notice of appeal filed within five (5) working days from the date of the decision of the Company representative referred to above.

Step Two

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

Step Three

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

4.03 Grievances filed as a result of a suspension or dismissal must be filed by the grievor within (5) working days from the date of notification of the suspension or dismissal.

4.04 The above-mentioned time limits may be extended by mutual agreement between the Company and the Union.

ARTICLE 5 - ARBITRATION

5.01 (a) In the event that a grievance is not satisfactorily resolved as provided for in this Agreement, the Company or the Union may refer the grievance to arbitration for resolution within thirty-one (31) days from the date of the decision in Step Three. The parties agree that grievances will be referred to sole arbitrators, provided that up and until the selection of the arbitrator, either party may, by notice to the other party, require that a particular grievance be referred to a 3 member board of arbitration.

(b) The party requesting arbitration shall advise the other party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the name and address of its nominee to a board of arbitration. The other party shall, within one (1) week of its receipt of such notice, nominate its member to the board of arbitration and so advise the other party.

(c) If the two nominees are unable to agree upon the choice of a third member to act as chairperson, the Minister of Labour for the Province of Ontario shall be requested to appoint a chairperson.

(d) The board of arbitration so constituted shall hear the dispute and the decision of the majority shall be the decision of the arbitration board, and if there is no majority, the decision of the chairperson shall be final and binding upon the parties affected by the grievance.

(e) The arbitrator or board of arbitration shall not have jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decision inconsistent with the terms and provisions of this Agreement.

(f) Each of the parties to this Agreement will bear the expense of the nominee appointed by it and shall share equally the expense of the chairperson.

- (g) The parties to this Agreement may mutually agree that a 3 member board of arbitration be appointed in the place of a single arbitrator. In the event that the parties agree to a 3 member board of arbitration, such board of arbitration shall have the same powers as sole arbitrator under this Agreement and must comply with the provisions of Article 5.01 (e).

ARTICLE 6 - DISCHARGE & DISCIPLINE

- 6.01 (a) No employee, except employees during their probationary period, shall be discharged or disciplined except for just cause. The Union agrees to co-operate in any endeavor to correct inefficiencies of employees which might necessitate disciplinary action.
- (b) Discharge and discipline grievances may be settled by confirming the Company's decision or by re-instating the discharged or suspended employee with compensation for time lost, less interim earnings if applicable or by any other arrangement which is just and equitable in the opinion of the Company and the Union.
- 6.02 The Company agrees that whenever an interview is held with an employee regarding his work or conduct, which becomes part of his record, the steward or a Union representative shall be present at such interview. The Union representative or steward will leave the meeting if requested to leave by the employee.
- 6.03 (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of demotion for cause, discharge or suspension, shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One (1) copy shall be given to the employee and one (1) copy shall be forwarded to the Union office within seven (7) days of the incident giving rise thereto. Failure to provide any of the copies referred to herein shall not render the discipline null and void.
- (b) A disciplinary warning or reprimand which is not in writing shall not be adduced into evidence against an employee in any subsequent disciplinary proceeding or any grievance settlement procedure in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which predate a disciplinary action by more than eighteen (18) months shall not be adduced into evidence against the employee in any subsequent disciplinary proceedings or any grievance settlement procedure in which the employee is involved.

ARTICLE 7 - STRIKES & LOCKOUTS

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

ARTICLE 8 - SENIORITY

8.01 The continuous length of service of an employee in the bargaining unit shall be the determining factor in layoffs which result in the reduction of the work force and recalls from lay-offs, subject to the provisions of Article 8.05 of the Agreement.

8.02 (a) An employee shall not acquire seniority rights during a probationary period of ninety (90) worked days of accumulated service, or longer period if mutually agreed upon by the Union and the Company and such agreement shall not be unreasonably withheld. Once an employee has successfully completed the probationary period, his seniority shall date back to the last day of hiring.

(b) Notwithstanding any other provision to the contrary that may be contained elsewhere in this Collective Agreement, the Company shall have the right to terminate an employee during his probationary period for less than just cause.

8.03 No probationary, or part-time employees will be employed in the bargaining unit if a full-time employee is laid off or working less than the normal full-time hours provided that the full-time employee possesses the qualifications and ability necessary to perform the work.

8.04 (a) For the purposes of this Agreement, a lay-off shall be defined as a period of one (1) full working day of no work or more.

(b) Where an employee is affected by a lay-off, he shall have the following options:

(i) he can accept the lay-off; or

(ii) he shall exercise his rights under Article 8.05;

- (iii) if the affected employee is unable to displace a more junior employee he shall be deemed to be laid off.

8.05 If the Company permanently reduces the number of employees within a particular job classification or shift, the affected employees shall be deemed to be surplus and shall be so notified. The following process shall be followed. The Employer shall provide the affected employees with a complete list of available positions. The affected employees will be required to preselect their bumps based on available positions. Employees will be given five (5) days to complete their preselection. In the event they fail to do so the employee will be slotted in the available positions remaining.

Where an employee is affected as a result of such surplus, the following will apply:

- (a) Any employee(s) who is declared surplus under this provision shall have the right to exercise their seniority to displace the most junior employee within any shift and any classification of his choice provided the employee has more seniority and the qualifications and ability necessary to perform the work.
- (b) Any junior employee(s) who is displaced from his job under this provision by a more senior employee(s) shall similarly be entitled to exercise his seniority in accordance with 8.05(a), if further displacement of employee(s) occur the last displaced employee(s) would have the opportunity provided the Company determines an operational requirement to remain on the shift from which he is displaced.
- (c) An employee(s) who is displaced in accordance with the above provisions shall be eligible for recall for a period of eighteen (18) months from the date of his displacement for recall to that classification and/or shift from which he was displaced.

8.06 An employee shall lose all seniority and his employment shall automatically be terminated if any of the following should occur:

- (a) he voluntarily leaves the employ of the Company;
- (b) he is discharged and not reinstated through the Grievance procedure as herein provided for;
- (c) he is absent from work for more than three (3) working days without reasonable cause;
- (d) he fails to return to work after a lay-off within seven (7) days of the delivery by registered mail of notice of recall;

- (e) he fails to return to work upon the conclusion of a leave of absence without reasonable cause;
- (f) he fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company;
- (g) if he is not recalled to work from a lay-off, his name shall be retained on the seniority lists for a minimum of six (6) months, up to a period equal to his bargaining unit seniority as at the date of lay-off, to a maximum of eighteen (18) months;
- (h) he is granted a leave of absence and then uses such leave of absence for reasons other than those provided for in Article 17.02 herein.

8.07 A seniority list shall be placed on the bulletin board and will be revised by the Company during the months of January and July in each calendar year. Copies of these lists will be forwarded to the Union. Such lists shall contain the employee's name, his classification and his start date. The list forwarded to the Union shall also include the employee's address and telephone number.

8.08 (a) An employee's seniority shall continue to accumulate on each occasion that he is absent from work because of illness, injury or approved absences.

- (b) When an employee is absent from work because of sickness or disability, he shall not lose seniority except as provided in Articles 8.06 (c), (f), and (h) of this Agreement. Upon his return to work, he shall be returned to his former position at the applicable rate of pay, provided that the returning employee possesses the qualifications and ability necessary to perform the work. In the event that the return of the employee results in the displacement of another employee who was permanently assigned to such position, then the displaced employee shall be returned to his former position.

In the event that the returning employee is unable to satisfy the requirements of his former position, the Company and the Union shall meet to determine alternate employment for such employee.

8.09 (a) When an employee is permanently transferred or promoted to a position outside his bargaining unit, he will retain his bargaining unit seniority and continue to accumulate seniority under this Agreement for a period of six (6) months from the date of such transfer or promotion. After such six (6) month period, the employee shall have no accumulated seniority under this Agreement. The Union will be notified of such transfer or promotion.

Should the employee return to his bargaining unit within such six (6) month period, they shall return to their former position. However, if their former position has been declared surplus then they shall exercise their rights under Article 8.05. If the

returning employee elects not to accept the position he shall be deemed to be laid off. An employee who declines the position in these circumstances shall not trigger the provisions of Article 8.03.

- (b) Where an employee accepts an assignment to a position outside his bargaining unit on a temporary basis, he shall continue to accumulate seniority and be covered for applicable benefits and upon completion of the assignment he shall be returned to his former job and shift on completion of such assignment.

8.10 In the event of a lay-off, employees shall receive notice of lay-off or pay in lieu of notice as set out in the Employment Standards Act of Ontario as follows:

- (a) full-time employees with up to two (2) years of service will receive one (1) week's notice or one (1) week's pay in lieu thereof;
- (b) full-time employees with more than two (2) but less than five (5) years of service will receive two (2) week's notice or two (2) week's pay in lieu thereof;
- (c) full-time employees with more than five (5) but less than ten (10) years of service will receive four (4) week's notice or four (4) week's pay in lieu thereof;
- (d) full-time employees with more than ten (10) but less than twenty (20) years of service will receive eight (8) week's notice or eight (8) week's pay in lieu thereof;
- (e) full-time employees with more than twenty (20) years of service will receive ten (10) week's notice or ten (10) week's pay in lieu thereof;
- (f) the above-mentioned sub-paragraphs (a) and (e) shall be implemented in lieu of the provisions contained in the current Employment Standards Act of Ontario, for employees who have less than three (3) months or more than twenty (20) years of full-time continuous employment with the Company, respectively;
- (g) full-time employees with three (3) or more years of continuous service, if terminated for reasons other than cause will be provided with a severance allowance of one (1) week's pay for each year of service to a maximum of five thousand dollars (\$5,000); this provision is in addition to any entitlement for notice of lay-off and the Employment Standards Act of Ontario.

8.11 It shall be the duty of employees to notify the Company promptly in writing of any change in their address or telephone number. The Company will not be responsible for failure of any notice to reach an employee who has not so notified the Company.

8.12 In the event that an employee suffers a license suspension through a driving conviction or for medical reasons is unable to operate the necessary Company equipment, the Company will make a reasonable effort to place him in an alternate position within the bargaining unit, provided he immediately possesses the ability

and qualifications necessary to perform the work in question and further provided his employment will not result in the lay off of another employee. By mutual agreement of parties, the Company may place the individual in a full time position in the warehouse. Such employee shall receive the hourly rate for the classification to which he is assigned. Following reinstatement of his license, he will be reclassified to his former position.

ARTICLE 9 - JOB POSTINGS & VACANCIES

9.01 Permanent Vacancies

- (a) Permanent vacancies shall be defined as a vacancy within one of the full-time classifications identified in “Appendix C” hereto and which will be in existence for more than thirty (30) continuous working days and shall exclude any vacancy:
 - (i) where there is less than forty (40) hours of available work to be performed;
or
 - (ii) which is caused by the temporary absence of an employee by reason of illness, disability or approved leave of absence. For the purpose of this clause specifically, the term “temporary” shall be defined as a period of no more than three (3) continuous months.
 - (iii) It is understood that an employee who is absent from work for any reason is responsible to inquire about, and participate in, job bids. In the event an absent employee’s job is declared redundant, the Company shall notify such employee.
- (b) Notices of vacancies will remain posted for a period of five (5) working days. All such job postings shall designate the shift (days, afternoons or nights), the days of the week and the starting and quitting times. Selection to such vacancy shall be on the basis of seniority provided that the employee who is applying for the vacancy possesses the qualifications and ability necessary to perform the work in question.
- (c) If a successful applicant is unable to perform the normal requirements of the position he shall be returned to his former position at his former rate of pay.
- (d) If there is no successful applicant for a permanent vacancy, the Company shall have the right fill the vacancy either by assigning the vacancy to any employee within the bargaining unit or by filling the vacancy from outside the bargaining unit.
- (e) A successful applicant for a permanent vacancy, or an employee who is assigned to fill such vacancy, shall be paid the rate for such vacancy.

9.02 Temporary Vacancies

Where the company knows that a temporary absence as defined in 9.01 a) (ii) shall be in existence for more than three (3) continuous months and provided it continues to require 40 hours of work per week, it shall be filled through the posting procedure and remain filled until the existing employee returns to their position or the next annual job bid (whichever occurs first).

Temporary vacancies which occur as a result of an employee performing a seasonal (LCV for example) shall be posted as per this article provided it continues to require 40 hours of work per week. The successful applicant will fill the posting on a temporary basis until the existing employee returns to their position or until the next annual job bid (whichever occurs first).

In all instances, the subsequent vacancy created as a result of an employee filling a temporary vacancy may be filled at the company's discretion.

9.03

Annual Job Bid

Every February, those full time employees within the Driver classification shall be entitled to select their preferred start time in order of their Departmental seniority. The timing of the first and any subsequent annual job bid may be changed, by mutual agreement of the Company and the Union, based on operational requirement. It understood that such start terms are subject to change, notwithstanding the job bid. The Company designates and the Union designates shall meet to determine the rules governing such bid. In the event of any dispute concerning the rules, but not the timing, of the bid, the Company position shall be deemed as final.

ARTICLE 10 - HOURS OF WORK & OVERTIME

- 10.01 The regular work week for full-time employees shall normally consist of forty (40) hours consisting of five (5) days of eight (8) hours or four (4) days of ten (10) hours, from Sunday to Saturday. It is understood that the Company retains the right to establish various shift configurations not specifically provided for herein, provided that such shifts are in accordance with applicable legislation. It is understood that the implementation of such shifts shall not occur without prior discussion with the Union. Further, nothing herein shall be construed as a guarantee of daily or weekly hours to be worked or paid, unless specifically provided for.
- 10.02 (a) Starting and quitting times and the arrangements of shifts shall be determined by the Company.

- (b) The Company shall provide an employee with a minimum of two (2) weeks notice, prior to moving such employee from one shift to another (i.e. days to nights; days to afternoons etc.)
 - (c) An employee's scheduled starting time shall not be changed during the week in which he is working. For clarity a change in start time within the shift as defined in Article 23.01 of the Agreement shall not trigger a job posting.
- 10.03 The Company shall guarantee (40) hours of work each week to each employee who has acquired seniority and who reports for work who reports to work on time, who is available to work the full week and is not displaced by another employee pursuant to any provision of this Agreement, and further provided that the employee performs whatever work assigned to him. Such guarantee, which exclusive of over time, shall be reduced by (8) hours or four (4) hours per week as the case may be, in any work week in which one (1) of the holidays in Article 16 for the Agreement is observed.
- 10.04 For the purpose of calculating the pay of an employee who works overtime and the pay of an employee who is late reporting for work, the hour shall be deemed to be divided into twelve (12) units of five (5) minutes each and the following shall apply:
- No overtime shall be paid where less than five (5) minutes of overtime is worked and thereafter overtime shall be calculated and paid to the nearest full five (5) minutes of overtime worked;
 - When an employee is late reporting for work, he will be paid commencing with the fifth minute of the unit of five (5) minutes in which he reports.
- 10.05 If an employee has completed his day's work and has gone home and is subsequently called back to work by the Company, he shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his regular rate of pay regardless of how little time he is required to work.
- 10.06 (a) The Company reserves the right to determine the manner in which work is to be performed. The Company agrees that work will normally be performed by the bargaining unit employees, provided that such work can be performed at regular rates of pay. If work cannot be performed at the regular hourly rate, the Company reserves the right to have the work performed by employees outside of the bargaining unit.
- Notwithstanding the above, the Company also reserves the right to have work performed on an overtime basis. In the **event** that the Company elects to have work performed on an overtime basis, such overtime for full time employees shall be voluntary and may be offered as hereinafter provided.
- (b) Overtime shall be on a voluntary basis in the following order;

- (i) by seniority to those who are then at work
 - (ii) by seniority to the remaining employees within the Department who possess the qualifications and ability necessary to perform the work in question.
 - (iii) In the event that there are not sufficient volunteers, or if more employees are required, the work will then be offered by bargaining unit seniority to the remaining employees who are then at work and who possess the qualifications and ability to perform the work in question.
- (c) Notwithstanding paragraph 10.06 (a) overtime to be performed on a “run” is to be performed by the Driver who has been assigned to that “run”. Such overtime is not voluntary.
 - (d) Overtime shall be offered by seniority, by shift, by qualification and ability necessary to perform the work.
 - (e) For the purpose of paragraph 10.06 (b), an employee who is filling a temporary vacancy shall be deemed to be an employee who normally performs the work in question.

10.07 **Overtime Premiums**

- (a) Overtime at the rate of one and one-half (1½) times the employee’s regular hourly rate of pay shall be paid for all hours worked in excess of sixty (60) hours in a week.
- (b) All work performed by a Driver on a Statutory Holiday will be compensated in accordance with the Employment Standards Act.
- (c) When an employee works overtime during a shift or shifts for which a shift premium is payable under this Agreement, such shift premium will not be included in the calculation of the employee’s applicable overtime rate.

- 10.08
- (a) Where an employee who works five (5) eight hour shifts, works eleven (11) hours or more in a day, he will be granted a paid fifteen (15) minute rest period upon the completion of the eleventh hour and shall be entitled to a further paid fifteen (15) minute rest period after completing each three (3) hours of work.
 - (b) Where an employee who works four (4) ten hour shifts, works twelve (12) hours or more in a day, he will be granted a paid fifteen (15) minute rest period upon the completion of the twelfth hour and shall be entitled to a further paid fifteen (15) minute rest period after completing each three (3) hours of work.

- 10.09 Where three (3) hours or more of work is contemplated after the completion of their regular shift, the Company will, where possible, give affected employees at least two (2) hours notice before the completion of their regular shift.
- Where less than three (3) hours of work is involved, the Company will endeavor to give the affected employees as much notice as possible.
- 10.10 An employee is entitled to two (2) rest periods not exceeding a total of forty (40) minutes, one in the first half and one in the second half of his shift, without loss of pay.
- 10.11 Employees shall be paid weekly by cheque, or at the option of the Company, by direct deposit, not later than Friday of each week.
- 10.12 Each Driver shall have a minimum of eight (8) hours off duty after completion of his shift, before being required to report for further duty.

ARTICLE 11 - UNIFORMS

- 11.01 The Company shall determine the nature, design and quality of any uniform that employees are required to wear. Uniforms shall be provided for all full time Drivers and the cost shall be borne 100% by the Company. Uniforms will be issued once every two (2) years. Eligible employees shall be able to select based upon their personal preference from the list of Company approved uniform items, up to the maximum total value for the uniform package for that year.
- 11.02 Gloves shall be provided for **employees** and will be replaced by exchange, when necessary. Lined gloves for winter use will be provided.
- 11.03 (a) It is a condition of employment that employees covered by this Agreement wear safety shoes at all times while on duty. Effective in 2011, the Company will pay one hundred dollars (\$100.00) (tax included) to each employee as a contribution towards the cost of safety shoes to a maximum of one (1) pair per year except for full-time employees who have not completed their probationary period. Such payment shall be made on or about February 1 of each year.
- (b) Safety footwear must be in good repair, capable of protecting the employee's feet in a manner they were originally designed to do. I.A.P.A. guidelines will be used as the determining factor when quality of footwear is in question.

ARTICLE 12 - PAST PRACTICE

12.01 All recognized past practices between the Company and the Union, which were in existence prior to **August 1, 2010**, shall cease to be recognized by the Company or the Union unless the practice has been specifically provided for in this Agreement.

ARTICLE 13 - PHYSICAL EXAMS

13.01 Whenever an employee in a driver classification is required by legislation or government regulation to undergo a periodic physical examination in order to remain qualified for his Class "A" driver's license and the employee arranges to take the examination during his regularly scheduled shift, he will be paid four (4) hours at his hourly rate on the day he takes the examination.

ARTICLE 14 - RETIREES RETURNING PART-TIME

14.01 A full time driver who retires may request to be hired part time. If hired, they would carry their full time union seniority date to the part time seniority list and be paid the end rate of pay for part time. They will be ineligible to apply for a full time position. Any full time that steps down to part time will be placed on the seniority list with his union seniority date within the bargaining unit.

ARTICLE 15 - VACATIONS

15.01 (a) Employees who joined the Employer after May 1st and who have been employed for less than one (1) year shall receive vacation with pay during the following year on the following basis:

<u>Date of Employment</u>	<u>Vacation With Pay</u>
March 16 (current year) - April 15 (current year)	1 day
February 16 (current year) - March 15 (current year)	2 days
January 16 (current year) - February 15 (current year)	3 days
December 16 (previous year) - January 16 (current year)	4 days
September 16 (previous year) - December 15 (previous year)	5 days
August 16 (previous year) - September 15 (previous year)	6 days
July 16 (previous year) - August 15 (previous year)	7 days
June 16 (previous year) - July 15 (previous year)	8 days
May 16 (previous year) - June 15 (previous year)	9 days
May 1 (previous year) - May 15 (previous year)	10 days
Prior to May 1 (previous year)	10 days

(b) Each employee who, as of September 30th in any year, has been employed for one (1) year or more but less than five (5) years will be granted a vacation of two (2) weeks to be taken during the following year.

- (c) Each employee who, as of September 30th in any year, has been employed for five (5) years or more but less than ten (10) years will be granted a vacation in that year of three (3) weeks.
- (d) Each employee who, as of September 30th in any year, has been employed for ten (10) years or more but less than eighteen (18) years will be granted a vacation in that year of four (4) weeks.
- (e) Each employee who, as of September 30th in any year, has been employed for eighteen (18) years or more but less than twenty-five (25) years shall be entitled to five (5) weeks vacation with pay provided that one (1) of these five (5) weeks shall be taken during the months of January to May and/or September 1 to November 15th, at a time to be selected by the employee, subject to the approval of the Company;
- (f) Each employee who, as of September 30th in any year, has been employed for twenty-five (25) years or more shall be entitled to six (6) weeks vacation with pay provided that two (2) of these six (6) weeks shall be taken during the months of January to May and/or September 1 to November 15th, at a time to be selected by the employee, subject to the approval of the Company.

Vacation entitlement will be calculated on each year of service ending with September 30th.

- 15.02 (a) The vacation pay allowance referred to in this Article will be calculated as follows:
- (i) an employee who is entitled to two (2), three (3), four (4), five (5), or six (6) weeks of vacation will receive two (2), three (3), four (4), five (5), or six (6) weeks pay respectively, calculated at his rate per hour at the time he goes on vacation or 4%, 6%, 8%, 10%, or 12% respectively of his total earnings in the previous calendar year, whichever is greater;
 - (ii) the percentage payment referred to throughout this Article shall apply to the total earning of the employee during the previous calendar year as shown on the employee's T4 and T4A forms;
- (b) Employees who are absent for one (1) year or more shall not be entitled to vacation pay.
- 15.03 Employees who are terminated for just cause shall be paid vacation pay in accordance with the Employment Standards Act of Ontario.
- 15.04 Where a Paid Holiday as provided for in this Agreement occurs during an employee's vacation period, the employee shall take another day in lieu thereof, or be paid for such Holiday, at the option of the Company.

- 15.05 The vacation schedule for the bargaining unit shall be posted by April 1st of each year and employees shall have the right to select vacation time in accordance with bargaining unit seniority. The Company is entitled to maintain a work force which is sufficient to perform the work and therefore reserves the right to refuse any request for vacation time and to have such vacation time rescheduled for an alternate date. The Company undertakes to give consideration to any undue hardship suffered by the employee as a result of such rescheduling.
The Company will allow a minimum of 10% of the active number of full time employees, rounded to the nearest whole, off on vacation on any given week except in the weeks leading into a Statutory holiday where the Company will allow a minimum of 8% of the active number of Full-time employees, rounded to the nearest whole, off on vacation.
- 15.06 Vacations are not cumulative nor can they be carried over from year to year. Employees who are entitled to four (4) weeks or less of vacation shall take no more than two (2) weeks of vacation during July and August. Employees who are entitled to five (5) weeks or more of vacation shall take no more than three (3) weeks of vacation during July and August. Arrangements may be made mutually between the Company and the employees to take care of special circumstances.
- 15.07 **Vacations are to be taken in increments consistent with the employee's basic work week, unless otherwise agreed to by the Company.**

ARTICLE 16 - PAID HOLIDAYS

- 16.01 (a) The following Paid Holidays shall be recognized as legal holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Two (2) Floater Holidays
Family Day	

- (b) The floater holiday will be taken by mutual agreement or at the employees discretion on their birthday. If the floater holiday is not taken, it will be paid upon request.

In the event that the federal or provincial governments should declare any other day(s) a legal holiday, the Company agrees to recognize such day(s) as a Paid Holiday.

(c) The second Floater Holiday in subsections (a) above will be provided to full time employees, commencing in 2011. Employees must be full time as of January 1 in any year to qualify. The floater holiday will be taken by mutual consent.

16.02 To qualify for pay for a Paid Holiday, the employee:

(a) must work his last scheduled working day preceding the Paid Holiday and his first scheduled working day after the Paid Holiday, unless he was absent with permission;

(b) must have performed work on at least twelve (12) days in the four (4) weeks immediately preceding the Paid Holiday.

16.03 An employee who is in receipt of Workers' Compensation or weekly indemnity benefits shall be paid the difference between payment received by Workers' Compensation or by weekly indemnity and the pay he would have otherwise received had he not been absent, provided he has worked within fifteen (15) days prior to the Paid Holiday.

16.04 Should a Paid Holiday occur during an employee's leave of absence, he shall not be paid for such Paid Holiday.

16.05 When a Paid Holiday falls on a Monday, for those employees who are scheduled to work on a Monday afternoon or night shift, the Paid Holiday will be deemed to be the Monday afternoon or night. For those employees scheduled to work a Sunday shift, the holiday will be deemed to be the Sunday afternoon or night. When a Paid Holiday falls on any other day than a Monday, the afternoon or night before shall be deemed to be the holiday **unless the afternoon or night before is a scheduled day off.**
The provisions of this clause are directory only and the Company reserves the right to make whatever adjustments are required to satisfy the needs of the business.

ARTICLE 17 - NOTICE OF ABSENCE & LEAVE OF ABSENCE

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

An employee who fails to give such notification, shall be subject to disciplinary measures unless he has a reason which is acceptable to the Company.

17.02 An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to the Company, at least two (2) months in advance of the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee's request shall contain:

- his reasons for the proposed absence;
- the commencement date of the proposed leave of absence; and
- the length of the proposed leave of absence.

The permission of the Company will not be unreasonably withheld.

17.03 Employees shall be eligible for maternity/paternity leave in accordance with the Employment Standards Act of Ontario.

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

17.05 The Company will not grant an employee's request for leave of absence for the purpose of employment with another company, or becoming self-employed.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 (a) The Company agrees that in the event of bereavement in the immediate family of a full-time employee, meaning parent/step-parent; spouse; child; brother or sister, if the funeral is attended, to allow such time off as is necessary, not to exceed five (5) calendar days in succession and to pay for the days which he would otherwise have worked, for his regular scheduled hours at his regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of regular pay.

(b) The Company agrees that in the event of the death of a full-time employee's mother-in-law or father-in-law, if the funeral is attended, to allow such time off as is necessary, not to exceed three (3) calendar days in succession and to pay for the days which he would otherwise have worked, for his regular scheduled hours at his regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of regular pay.

(c) The Company agrees that in the event of the death of a full-time employee's grandchildren, grandmother or grandfather, daughter/son-in-law or brother/sister-in-law, he shall be allowed bereavement leave of one (1) day with pay at his regular

hourly rate, provided the funeral takes place on his regularly scheduled working day.

ARTICLE 19 - JURY DUTY

- 19.01 An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would otherwise have been at work.
- 19.02 Such employee shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty when such reporting is reasonable under the circumstances.
- 19.03 The claim of an employee shall be verified by presentation of his jury duty cheque however, no payment shall be made for any hour for which the employee receives compensation by the Company for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
- 19.04 Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.

ARTICLE 20 - GENDER

- 20.01 Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine.

ARTICLE 21 - DISCRIMINATION

- 21.01 (a) The Company and the Union agree that there will be no discrimination against any employee which is contrary to the Human Rights Code, provided that the retirement of an employee within the provisions of the pension plan shall not amount to discrimination.
- (b) Where the obligation of the Employer and the Union to accommodate an employee via the Human Rights Code, may conflict with the terms and provisions of the collective agreement, the Employer and the Union may by mutual consent, modify the collective agreement to meet the conditions of the accommodation of the employee.

ARTICLE 22 - GENERAL

- 22.01 Employees shall promptly report to the Company any loss or damage to merchandise, property or equipment or shortage of merchandise and where possible, give a statement indicating the cause thereof. Failure to do so can result in disciplinary action.
- 22.02 The Union agrees that it will encourage its members to uphold the rules and regulations of the Company in regard to punctual and steady attendance, proper and sufficient notification in case of absence and conduct on the job.
- 22.03 The Company agrees to provide to interested full-time employees the Credit Union Deduction Plan, provided it is understood that such deduction shall be for the sole purpose of deposits into the Credit Union Fund.
- 22.04 The Union may use the Transport bulletin boards for the posting of Union notices. All such notices must be approved by the Transport Manager before being posted on the bulletin boards and such approval shall not be unreasonably withheld.
- 22.05 Attached hereto and forming part of this Agreement are the following appendices:
- Appendix "A" - Part-time Employees
 - Appendix "B" - Health & Welfare
 - Appendix "C" - Wages/Classifications/COLA
 - Appendix "D" Pension

ARTICLE 23 - PREMIUMS

- 23.01 (a) In addition to the rates of pay set out in Appendix "C" to this Agreement, for those employees covered by Article 1.01 (a) of this Agreement, the Company will pay an afternoon shift premium of fifty-five (55) cents per hour and a night shift premium of sixty-five (65) cents per hour, to employees who are regularly assigned to such shifts, for all hours worked on such shifts. For the purpose of this Collective Agreement the following definitions shall apply:
- the day shift shall be any shift that commences between 4:00 a.m. and 11:59 a.m. inclusive;
 - the afternoon shift shall be any shift that commences between 12:00 noon and 7:59 p.m. inclusive; and
 - the night shift shall be any shift that commences between 8:00 p.m. and 3:59 a.m. inclusive. It is understood that shifts with a start time between 12:00 midnight and 2:00 a.m. shall receive the night shift premium.

- (b) In the event that a shift overlaps with another shift, it is understood that the employee shall be paid the shift premium that is applicable for the majority of the hours for which he is scheduled to work.

23.02 There shall be no pyramiding of any premiums provided for in this Agreement.

23.03 Premiums referred to in this Article shall not form part of an employee's regular hourly rate as provided for in Appendix "C" of this Agreement.

ARTICLE 24 - CHRISTMAS BONUS

24.01 The Company agrees to provide a Christmas bonus to full-time employees. The payment will be as follows:

- one (1) week's pay to all full-time employees who have been continuously employed by the Company for more than one (1) year as at December 15th of the current year; or
- three quarters ($\frac{3}{4}$) of a week's pay to all full-time employees who have been continuously employed by the Company for more than nine (9) months as of December 15th of the current year; or
- half ($\frac{1}{2}$) of a week's pay to all full-time employees who have been continuously employed by the Company for more than six (6) months as of December 15th of the current year.

Full time employees will have the option of transferring their Christmas bonus into the company sponsored RRSP program provided they are eligible to do so in accordance with CCRA.

24.02 The Company agrees to provide in the year in which they retire, the Christmas bonus to those full-time employees who retire after June 30th, as outlined in Article 21.01 of this Agreement.

ARTICLE 25 - TERM OF AGREEMENT

25.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect **August 2, 2015 and expiring on March 8, 2021** and shall continue automatically thereafter for one (1) year periods unless one (1) of the parties hereto notifies the other party within ninety (90) days immediately prior to the expiration date, that it desires to amend the Agreement.

25.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided for in the previous paragraph.

25.03 If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new agreement is ratified between the parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

22.04 This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

Dated at Toronto, Ontario this _____ day of _____ 2016

FOR THE COMPANY

FOR THE UNION

APPENDIX “A”
PART-TIME TRANSPORT EMPLOYEES

- A.01 The Company and the Union agree that part-time employees are not entitled to any of the rights or benefits of this Agreement, or any Appendix to this Agreement, unless specifically provided for.
- A.02 The following are the terms and conditions relating to the employment of part-time employees. In the event of a conflict between the terms of this Appendix and the main body of this Agreement or any Appendix thereof, the terms of this Appendix shall prevail.
- A.03 Part-time employees shall not normally work more than thirty-two (32) hours per week, and total usage of part-time employees shall not normally exceed the equivalent of thirty-five percent (35%) of the regular Transport hours except:
- (a) during the period from May 1 up to and including September 30;
 - (b) during the period from December 1 up to and including January 15;
 - (c) when replacing a full-time employee who is absent for any reason whatsoever, for the duration of such absence.
- A.04 Part-time employees shall be entitled to vacation pay as provided for in the Employment Standards Act of Ontario.
- A.05 Part-time employees shall be entitled to Statutory Holiday pay as provided for in the Employment Standards Act of Ontario
- A.06 (a) It is a condition of employment that employees covered by this Agreement wear safety shoes at all times while on duty. The company agrees to provide all part time employees who have one (1) year of service as of December 31 in any year, with a safety boot allowance of \$100.00 (tax included). Such payment shall also be made on or about the first week of every second February thereafter.
- (b) Safety footwear must be in good repair, capable of protecting the employee’s feet in a manner they were originally designed to do. I.A.P.A. guidelines will be used as the determining factor when quality of footwear is in question.
- A.07 After a part-time employee has actually worked, in any twelve (12) month period, a total of **one hundred twenty** (120) days he shall be deemed to have acquired seniority for the purpose of this Appendix and his name shall be placed on the seniority list hereinafter provided for and dated back to his last date of hire.

- (b) A separate seniority list will be established for part-time employees and will be revised by the Company at least every six (6) months. Such lists will show the employee's name and date of last hire and be forwarded to the Union office.
- (c) The Company shall assign hours of work to part-time employees. In the assignment of such hours the Company may consider the seniority of the part-time employee, provided the employee has the ability and qualifications necessary to perform the normal requirements of the job to which he is being assigned. The Company will post part time schedule for the following week by Thursday at 3p.m. Where a part time employee is required beyond the hours they are on the schedule they will be called in to work.
- (d) After a part-time employee has acquired seniority, as defined herein, he will be entitled to bid for permanent job vacancies and newly created jobs which are posted in accordance with Article 9.01. If any posted vacancy or new job is not filled by a full-time employee, and such vacancy or new job is intended to increase the complement of the full-time bargaining unit, then the Company undertakes to consider part time employees who possesses the qualifications and ability to perform the normal requirements of the vacancy or new job. Notwithstanding the foregoing, part time employees shall be selected to fill such vacancies in order of seniority, provided they meet the following criteria:
 - 1. Attendance:
 - Absenteeism – must be at the Transport department average or less during the preceding six (6) months.
 - Lates – must be at the Transport Department average or less during the preceding six (6) months.
 - 2. Employee Record:
 - Disciplinary record – must be no discipline during the preceding six (6) months.
 - Safety/ Accident record – the employee's safety record will be reviewed by the parties.
 - 3.Preventable Accidents:
 - The employee shall have no infractions in the last six (6) months.
 - The parties may be mutual agreement amend the above criteria.
- (e) Whenever a part-time employee is converted to full-time he will be credited in the full-time bargaining unit for seniority purposes with fifty percent (50%) of his seniority up to a maximum of one (1) year, and upon such conversion, he shall not be required to serve a probationary period as though he were a new hire. Such seniority will then apply in the full-time bargaining unit in accordance with the terms of this Agreement.

- (f) A part-time employee who has acquired seniority in accordance with the provisions of this Appendix shall lose all seniority and his employment shall automatically be terminated if any of the following should occur:
- (i) he voluntarily leaves the employ of the Company;
 - (ii) he is discharged and not reinstated through the Grievance procedure;
 - (iii) he is not recalled to work from a lay-off of within a period of time equal to his seniority, to a maximum of six (6) months;
 - (iv) he fails to return to work after a lay-off within seven (7) days of the delivery by registered mail of notice of recall without reasonable cause;
 - (v) he fails to return to work upon the conclusion of a leave of absence without providing reasonable cause;
 - (vi) he fails to take a medical examination by a duly qualified medical practitioner when required to do so by the Company;
 - (vii) he refuses an offer of work on three (3) occasions within any three (3) month period without reasonable cause.
 - (viii) **he is absent from work for more than three (3) working days without reasonable cause.**

A.08 Overtime is voluntary and a part-time employee shall be paid at the rate of one and one-half (1½) times his regular hourly rate for all hours worked in excess of (60) hours in a week.

A.09 (a) The Company agrees that in the event of bereavement in the immediate family of a part-time employee, meaning parent/step-parent; spouse; child; brother or sister, if the funeral is attended, to allow such time off as is necessary, not to exceed five (5) calendar days in succession and to pay for the days which he would otherwise have worked, for his regular scheduled hours at his regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of regular pay.

(b) The Company agrees that in the event of the death of a part-time employee's mother-in-law or father-in-law, if the funeral is attended, to allow such time off as is necessary, not to exceed three (3) calendar days in succession and to pay for the days which he would otherwise have worked, for his regular scheduled hours at his regular hourly rate. If the employee is unable to attend the funeral, he shall be allowed one (1) day off without loss of regular pay.

(c) The Company agrees that in the event of the death of a part-time employee's grandchildren, grandmother or grandfather, daughter/son-in-law or brother/sister-in-law, he shall be allowed bereavement leave of one (1) day with pay at his regular hourly rate, provided the funeral takes place on his regularly scheduled working day.

A.10 A part-time employee who is scheduled to work, and who reports for work as scheduled shall be guaranteed three (3) hours work or pay in lieu of work, at his regular rate of pay. This provision shall not apply in the event of an act of God.

A.11 **Part-time Drivers who are available to work one (1) shift per week will be entitled to two (2) shirts per year.**

Part-time Drivers who are available to work more than one (1) shift per week will be entitled to four (4) shirts per year.

Employees must wear their company issued clothing and maintain a professional appearance.

A.12 In addition to the terms and conditions set forth in this Appendix, part-time employees shall also be entitled to the privileges of the following provisions:

- Article 1.01, 2.01, 2.02, 2.03, 3, 4, 5, 6, 7, 10.02(a), 10.04, 10.05, 10.07(b) & (c), 10.08, 10.10, 10.11, 12.01, 17, 19, 20, 21, 22.01, 22.02, 22.04, 23, 25, Appendix "C" and letters of understanding #2, 6 of the collective agreement.

APPENDIX “B”
HEALTH & WELFARE

B.01 Sharing of Costs

- (a) Eligible employees shall contribute two percent of their gross straight time earnings, towards the costs of the benefits outlined in Articles B.04 through B.11 inclusive.

B.02 Eligibility

All full-time employees of the Company hired prior to July 22, 2010 are eligible for insurance on the following dates:

- (a) for life insurance, accidental death and dismemberment, semi-private hospital and ambulance expense insurance, on the first day of the month next following his/her date of employment;
- (b) for weekly indemnity insurance, on the first day of the month following his/her date of continuous full-time employment with the Company;
- (c) for prescription drug expense insurance and the optical plan, on completion of three (3) months of continuous full-time employment;
- (d) for dental expense insurance, on the first day of the month following three (3) months of continuous full-time employment; and
- (e) 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.

B.03 Eligible dependent as used herein shall mean:

- (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.

B.04 Life Insurance

- (a) The amount of life insurance shall be \$50,000.00.
- (b) 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 and/or the Company shall reserve the right to require the employee to submit to physical

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

- (c) 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 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.

B.05 Accidental Death & Dismemberment

- (a) Accidental Death and Dismemberment Insurance is payable in the event of death which results from injury caused accidentally and within 365 days of such injury on the basis of 100% of the amount set out in Article B.05(b). Benefits will be paid for certain dismemberment's as set out in Article B.05(b).
- (b) The amount of Accidental Death and Dismemberment Insurance shall be \$50,000 for any of the following:
- loss of life
 - loss of both hands
 - loss of both feet
 - loss of the sight of both eyes
 - loss of one hand and one foot
 - loss of one foot and the sight of one eye.

The amount of Accidental Death and Dismemberment Insurance shall be \$15,000 for any of the following:

- loss of one hand
 - loss of one foot
 - loss of the sight of one eye.
- (c) 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 offense 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.

B.06 Weekly Indemnity Insurance

- (a) 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 or hospitalization and the fourth scheduled 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

At Least	But Less Than	Amount of Weekly Benefit	Maximum Period
First of the month next following date of hire	3 years	75% of basic weekly wage	26 weeks
	after 3 years	85% of basic weekly wage	26 weeks

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

- (b) 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.
- (c) 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.
- (d) 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 fourteen (14) days.

- (e) Weekly benefits are not payable for the following:
 - (i) disability for which an employee receives benefits under any Workers' Compensation or similar law;
 - (ii) disability resulting from willfully, 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 this Agreement.

B.07

Long Term Disability (LTD)

- (a) Upon receipt and approval of 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.
- (b) 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.
- (c) 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:

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

Subject to a maximum monthly benefit of \$ 2,000.00

- (d) If the disability income benefit receivable by the disable 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.
- (e) 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.

LTD benefits will not be reduced by virtue of any amount received on behalf of any dependents of an LTD recipient.

- (f) 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.
- (g) LTD 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 this Agreement.

B.08

Semi-Private Hospital & Ambulance Expense

- (a) 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 B.12, re-imburse the employee for the amount charged by the hospital for room and board in excess of the expenses covered by the provincial hospital insurance plan up to an amount equal to the difference between the charges for standard ward and standard semi-private accommodation for each day of confinement during any one period of disability, whether from one or more than

one cause. The maximum payable under this benefit in respect to hospitalization in the Province of Quebec is the actual differential rate.

- (b) 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 B.12, re-imburse the employee for such expense, provided that payment will be made only in respect of a disability where hospital confinement is required and only if the insurer is satisfied that the physical condition of the individual precluded the use of other means of transportation.

B.09

Prescription Drug Expense

- (a) Prescribed drugs are to be purchased at participating drug stores. Employees will be issued an identification card, which will be valid for one (1) year. Upon presentation of this card, to a participating drug store, the employee will be required to pay a fifty (50) cent deductible for each prescription.
- (b) 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. After processing the claim, the Company will re-imburse the employee for the amount of the prescription less a fifty (50) cent 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. Oxygen will be covered when prescribed. Injectable drugs, serums and vaccines are covered when administered by a qualified person, but excluding the actual charge of administration. The following expenses are excluded:
 - (i) patent or proprietary medicines;
 - (ii) vitamins, vitamin preparations or food supplements;
 - (iii) prescriptions paid for by any other agency or plan;
 - (iv) drugs in excess of one (1) month's supply, the normal quantity required for the illness, or the amount prescribed by the doctor;
 - (v) appliances of any kind such as canes, inhalant devices, crutches, wheelchairs, trusses, abdominal supports, diaphragms, bandages, dressings, first-aid supplies and household remedies;

- (vi) medication or medicines other than those referred to in sub-item (i) above, which are normally considered over-the-counter preparations and not requiring a prescription;
 - (vii) cost of delivery.
- (d) All benefits paid under this coverage will be insured and shall be subject to Article B.12.

B.10 Dental Care

- (a) 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 B.12, re-imburse the employee for one hundred percent (100%) of the charges for covered dental services listed under Article B.10 (b) Part “A”; ninety percent (90%) of the charges for covered dental service listed under Article B.10 (c) Part “B”, subject to \$2,000.00 in a twenty-four (24) month benefit period for services under Part “A” and/or Part “B” and, after satisfying a deductible of \$50.00 for each treatment plan, fifty percent (50%) of the charges for dental services listed under Article B.10 (d) Part “C”, subject to a maximum lifetime benefit of \$1,000.00. Benefits provided under Parts “A” and/or “B” exclude that portion of any charge which is in excess of the prevailing Ontario Dental Association (ODA) schedule of fees.
- (b) **Part “A”** - Covered dental services shall be the following:
- (i) oral examination and diagnosis; but not more than once in any nine (9) month period for employees and dependents age 18 or over;
 - (ii) complete series of periapical films but not more than once in any five (5) year period;
 - (iii) prophylaxis including scaling and polishing of teeth but not more than once in any nine (9) month period for employees and dependents age 18 or over;
 - (iv) bitewing x-rays but nor more than once in any nine (9) month period for employees and dependents age 18 or over;
 - (v) topical application of any anti-cariogenic agent (e.g. stannous fluoride) but not more than once in any nine (9) month period for employees and dependents age 18 or over;
 - (vi) plastic fillings (amalgam, silicate, acrylic or equivalent);
 - (vii) emergency treatment;

- (viii) space maintainers not involving the movement of teeth;
- (ix) periodontal treatment including surgery and post-surgical treatment, excluding prosthesis and appliances;
- (x) endodontic treatment (root canal therapy);
- (xi) oral surgical procedures, including the removal of teeth (erupted, un-erupted, or impacted);
- (xii) general anesthesia in connection with oral surgery;
- (xiii) x-rays in connection with oral surgery;
- (xiv) injections of antibiotic drugs by the attending dentist;
- (xv) one (1) oral hygiene instruction per insured individual per life-time.

(c) **Part “B”** - Covered dental services:

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

Part “B” benefits do not provide:

- (i) services which are cosmetic in nature;
- (ii) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the participant or dependent became insured for this benefit;
- (iii) dentures which have been lost, stolen or mislaid;
- (iv) prosthetic devices which were ordered before the participant or dependent became insured for this benefit, or which were ordered while the participant

or dependent was insured for this benefit but are installed more than thirty (30) days after termination of the insurance;

- (v) replacement of an existing partial or full denture or fixed bridgework unless:
 - (1) the replacement is required to replace an existing denture or bridgework which was installed at least five (5) years prior to the replacement; or
 - (2) the replacement is required to replace an immediate temporary denture provided that the replacement by a permanent denture is required and takes place within twelve (12) months from the date of installation of the immediate temporary denture;
- (vi) the addition of teeth to an existing partial denture or fixed bridgework unless the addition is required to replace one or more teeth removed while the participant or dependent is insured for this benefit;
- (vii) services directly associated with any single series beyond those for which provision is made in the prevailing Ontario Dental Association (ODA) schedule of fees.

(d) **Part “C”**

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

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

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

- (e) The services set out in Article B.10 hereof shall be subject to the following limitations for which dental expense insurance is not payable:
 - (i) services covered by Workers’ Compensation or similar statute;

- (ii) services which the employee is eligible for, or entitled to, under any statute;
 - (iii) services for which re-imburement is provided under any other group or individual insurance policy, any government insurance plan or by reason of the legal liability of any other party;
 - (iv) services required because of willfully self-inflicted injuries;
 - (v) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist;
 - (vi) charges for a procedure for which an active appliance was installed before the patient was covered.
- (f) If employment is terminated because of retirement at normal retirement age or in the event of a lay-off where an employee receives a UIC Separation Certificate indicating a work shortage is the reason for separation, the insurance will be continued for an employee and any eligible dependants for up to three (3) months following the last month worked by the employee.

B.11

Optical Plan

- (a) The Optical Plan shall provide for reimbursement of eligible expenses for the following:
- (i) eye examinations by an optometrist, but for not more than one (1) examination in a period of twenty-four (24) months, and twelve (12) months in the case of a dependent child under age 18, provide benefits are not payable for the examination under any government medical care insurance plan;
 - (ii) optical appliances, provided such appliances are necessary for the correction of vision and are prescribed by a physician or optometrist and repairs to such appliances, subject to maximum total eligible expenses of \$200.00 during the twenty-four (24) month period ending on the date an eligible expense for such appliances is incurred;
 - (iii) optical appliances which are prescribed by an ophthalmologist as a result of a surgical procedure, subject to maximum total lifetime eligible expenses of \$200.00 for such appliances in respect of any one surgical procedure;
 - (iv) 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 \$150.00 in respect of any one surgical procedure or for the treatment of keratoconus.

B.12 Co-ordination of Benefits

Where the spouse and/or family of an active full-time employee are provided with insurance coverage's by virtue of such spouse's and/or family's employment, then the co-ordination of benefit coverage will occur. Where such other coverage's are provided, the amount of benefit provided in the employee's health and welfare plan shall be equal to the amount otherwise payable by the Company less the full amount which would be provided by virtue of the spouse's employment in the absence of any benefits provided by the Company.

B.13 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.

B.14 (a) The Employer agrees to pay the full OHIP premium for all full time employees and their eligible dependents, subject to Article B.12. The Employer 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 Employer. For Ontario employees who are residents 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.

(b) The Employer shall pay an employee for the cost of additional visits to a licensed chiropractor beyond the ten (10) visits OHIP provides to a maximum of ten (10) additional visits per year. Payment for such visits will be based on the OHIP fee structure.

Full time employees hired after July 22, 2010

B.15 Full time employees hired after July 22, 2010 will receive the benefits offered at the Real Canadian Superstore in Ontario.

**Loblaw Companies Limited
Summary of Benefits**

**Full – Time Transport Colleagues at MapleGrove Distribution Centre, UFCW Local 1006A
hired full – time after July 22, 2010**

Plan Information

Group Covered

Full – Time Transport Colleagues at MapleGrove Distribution Centre UFCW Local 1006A hired full – time after July 22, 2010

Coverage Information

Employees will automatically be enrolled for single coverage as soon as they meet the service eligibility requirements. To ensure eligible dependents are covered, employees will need to submit a Benefits Information Form.

Eligibility Information

Employees are eligible to participate in the benefits plan three months after their full – time date of hire. All coverage stops when the employee reaches age 65, leaves the Company, retires or dies.

Eligible dependents

legal spouse;
unmarried dependent children under the age 21;
unmarried dependent children between the age of 21 and 25 while in full – time attendance at an accredited institution (Proof of student status required annually);
unmarried dependent children under the age 18 only for orthodontic coverage

Health Care Benefits

Eligibility

Employees are eligible for Health Care benefits as soon as they have completed 3 months of full – time service

Prescription Drugs

-Eligible full time employees will be provided a drug card.

- 100% reimbursement for prescription and life sustaining drugs **filled at a Company Store and 70% otherwise. Dispensing fees will be reimbursed based upon the prevailing rate at Loblaw pharmacies.**

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

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

- \$25 deductible per calendar year per person covered up to maximum of \$50 per calendar year per family

- Lifestyle drugs are not covered

- Prescription drugs must be purchased, then a claim must be submitted to Medavie Blue Cross, along with original receipts, for reimbursement

Hospital Coverage

- 100% reimbursement for semi – private hospital accommodation

Supplementary Health Benefits

- Physiotherapists: \$10 reimbursement per visit for out-of-hospital services up to a maximum of \$300 per year
- Psychologist: \$10 reimbursement per visit for out-of-hospital services up to a maximum of \$300 per year
- Chiropractor, osteopath, naturopath, chiropodist or podiatrist: \$10 per visit to combined maximum of \$300 per year (applies only after any coverage provided by your provincial health insurance plan has been exhausted where relevant)
- Hearing Aids: 100% reimbursement to a maximum of \$350 every 5 years
- Emergency coverage (critical illness or injury) through Global Medical Assistance for travel for business, vacation, education and where medical treatment is not available in home province. Call Global Medical Assistance prior to hospital visit for their recommendation and allowable expenses, if possible
- There is a \$25 deductible per individual or \$50 deductible per family calendar year

Vision Care

- 100% reimbursement of the cost of eye exams up to a maximum of \$60 every 24 months, starting from the date of first claim
- 100% reimbursement for prescription glasses or contact lenses
- Combined maximum of \$200 every 24 months (for glasses, lenses, and exams) commencing on the date of first claim

Dental Care Benefits

Eligibility

- Employees are eligible for Dental Care benefits as soon as they have completed 3 months of full – time service

Basic Dental (checkups, cleanings, fillings, etc.)

- 100% reimbursement up to maximum of \$2,000 per calendar year (combined with Major Restorative Dental care)
- \$25 deductible per calendar year per covered person up to a maximum of \$50 per calendar year per family

Major Restorative Dental (crowns, bridges, inlays, on lays, etc.)

- 80% reimbursement up to a maximum of \$2,000 per calendar year (combined with Basic Dental care)

Orthodontic Services

- 50% reimbursement up to a lifetime maximum of \$2,000 for dependent children under age 18

Provincial Fee Guide

- Current year in the province in which services are rendered

Insurance Coverage

Eligibility

- Employees are eligible for Basic Life Insurance and Basic AD&D Benefits as soon as they have completed 3 months of full – time service

Basic Life Insurance

- \$25,000 for the employee
- \$5,000 for their spouse
- \$2,500 for each eligible child

Accidental Death and Dismemberment (AD&D) Coverage

- \$25,000 for the employee

Disability Benefits

Eligibility

- Employees are eligible for Disability Benefits as soon as they have completed 3 months of full time service

Short Term Disability (STD)

- coverage is limited to a maximum of 4 weeks for sickness or accidents not covered by Provincial Workers' Compensation Programs
- Employees will be eligible to receive a weekly benefit starting from the 1st day of absence due to accident, and on the 4th day of absence if off work due to sickness
- Employees will be eligible to receive 66.67% of your base salary up to the maximum allowable under the Employment Insurance Act

Long Term Disability (LTD)

- Employees will be eligible to receive 66.67% of their base monthly rate up to a maximum benefit of \$1,500 per month
- Maximum benefit period of 5 years or up to age 65, whichever is sooner
- 17 week elimination period
- **The monthly LTD benefit shall increase by \$125.00 effective January 2018.**

Claims Deadline

- Claim forms, along with all original receipts, must be submitted to Medavie Blue Cross within 90 days after the end of the calendar year in which the expense was incurred

APPENDIX “C”
WAGES/CLASSIFICATIONS/COLA

C.01 (a) Full-time classifications & Rates of Pay

The following rates shall be the minimum hourly rates of pay for Full-time Drivers hired prior to July 22, 2010 of the Transport portion of the Agreement:

<u>Classification</u>	<u>Start Rate</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>18 mo.</u>	<u>24 mo.</u>	<u>30 mo.</u>	<u>36 mo.</u>	<u>42 mo.</u>	<u>48 mo.</u>	<u>54 mo.</u>	<u>60 mo.</u>
Driver	18.00	18.10	18.20	18.30	18.40	18.50	18.60	18.70	18.80	18.90	22.552

The following rates shall be the minimum hourly rates of pay for Full-time Drivers hired full time following July 22, 2010 of the Transport portion of the Agreement:

<u>Classification</u>	<u>Start Rate</u>	<u>6 mo.</u>	<u>12 mo.</u>
Driver	18.00	18.50	19.00

(b) Full time Employees

Signing Bonus

All active Full Time employees past probation and working as of the date of ratification shall receive \$1000 within 2 weeks of the date of ratification.

It is understood that a Full Time employee who is absent from work due to illness, accident or approved leave shall receive the signing bonus outlined above if they return to duties prior to December 31, 2016.

All active Part Time employees past probation and working as of the date of ratification shall receive \$500 within 2 weeks of the date of ratification.

It is understood that a Part Time employee who is absent from work due to illness, accident or approved leave shall receive the lump sum outlined if they return to duties prior to December 31, 2016.

RRSP-Full time employees will have an option of transferring their lump sum and/or signing bonus payment into the Company sponsored RRSP program provided they are eligible to do so in accordance with CCRA.

FT Employees hired prior to August 1, 2010

Sunday Following Ratification - Lump Sum (Active Employees) FT \$1000
Effective August 7, 2016 – Lump Sum (Active Employees) FT \$1000

Effective August 6, 2017 - \$0.50
Effective August 5, 2018 - \$0.50
Effective August 4, 2019 - \$0.50

End rate FT Employees hired after August 1, 2010

Sunday Following Ratification - \$0.50
Effective August 7, 2016 - \$0.50
Effective August 6, 2017 - \$0.50
Effective August 5, 2018 - \$0.50
Effective August 4, 2019 - \$0.50

It is understood that an eligible Full Time who is absent from work due to illness, accident or approved leave shall receive the Lump sum outlined above if they return to duties prior to the end of 2016.

The above noted wage increases are applied to the full time end rate of pay of the wage scales.

FT Progression Employees hired after August 1, 2010

Active FT employees in the progression will receive an off-scale increase of \$0.50 Sunday Following Ratification.

Part time

Sunday Following Ratification - \$0.20
Effective August 7, 2016 - \$0.20
Effective August 6, 2017 - \$0.20
Effective August 5, 2018 - \$0.20
Effective August 4, 2019 - \$0.20

Mileage Rate

LCV Rate

Sunday Following Ratification - \$.244 per km	\$.279 per km
Effective August 7, 2016 - \$.248 per km	\$.283 per km
Effective August 6, 2017 - \$.252 per km	\$.287 per km
Effective August 5, 2018 - \$.256 per km	\$.291 per km
Effective August 4, 2019 - \$.26 per km	\$.295 per km

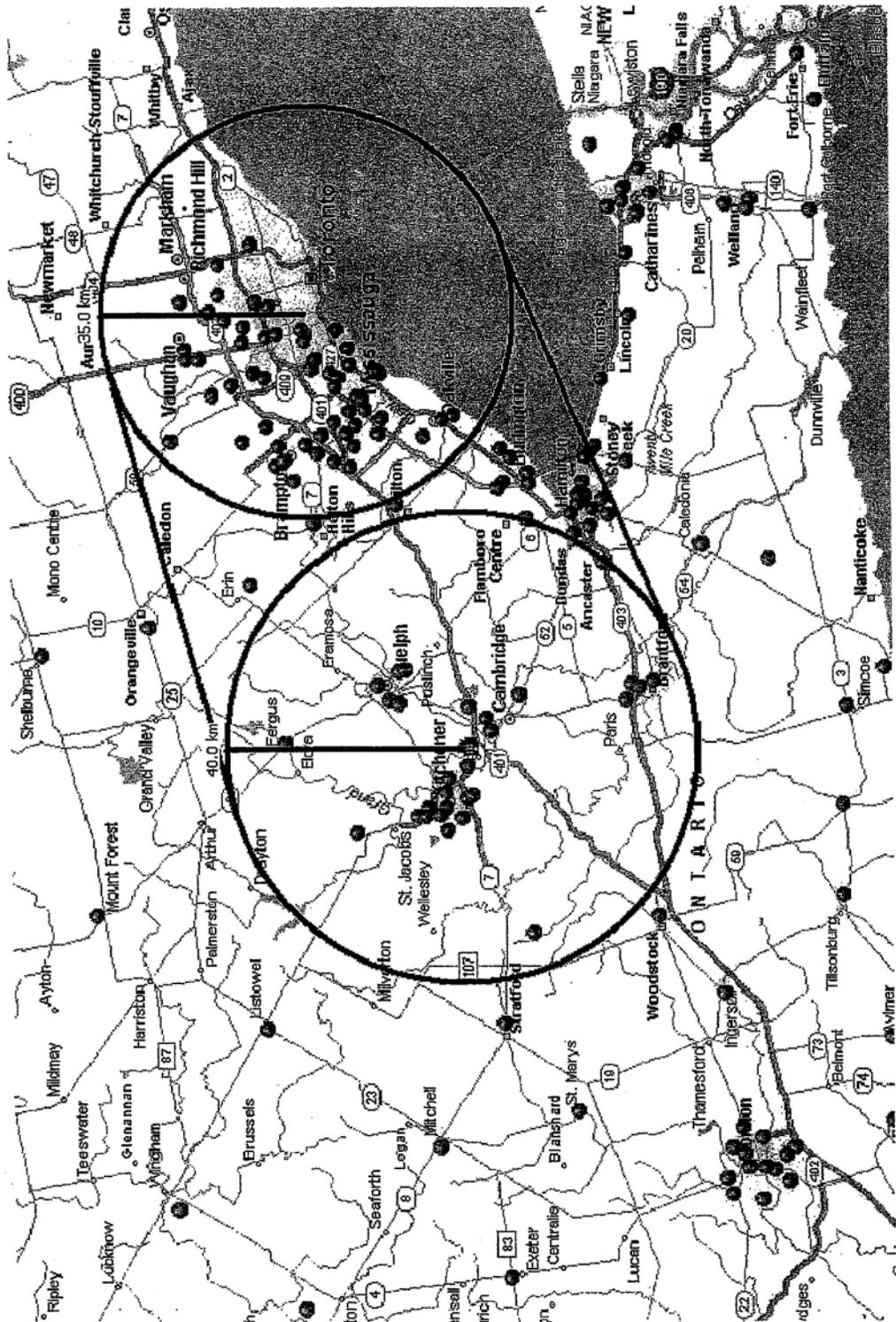
C.01(c) Activity-Based Compensation – (“ABC”)

<u>Activity</u>	<u>FT / FT Post DOR / PT</u>	<u>LCV</u>
Start of Day/Pre-trip	30 minutes	35 minutes
Drop/LCV convertor	8 minutes	8 minutes
Hook/LCV convertor	8 minutes	8 minutes
Fuel – Tractor (on route)	12 minutes	12 minutes
Fuel – Trailer (on route)	8 minutes	8 minutes
Delivery (LTL)	45 minutes	45 minutes
Delivery (TL) /Pick up	60 minutes	60 minutes
End of Day/Post-trip	20 minutes	23 minutes
End of Day/Post-trip (with Back-haul)	30 minutes	35 minutes

- i) Drivers will be compensated based on the allotted time stated above multiplied by their applicable rate of pay.
- ii) Activity-Based work assignments shall be defined as activity that occurs beyond a forty (40) Km radius from the Maple Grove Distribution Centre located at 1105 Fountain Street North, Cambridge. Any work assignment that includes a location on a multi-stop work assignment that falls beyond the forty (40) Km radius will be paid under the Activity-based model.
- iii) Mileage will be calculated using “PC Miler” or equivalent.
- iv) All duties associated with “start of day” and “end of day” will be compensated as per the Rate Schedule above for both hourly and “ABC” work assignments. The clock or mileage, as applicable, starts when the Driver leaves the security checkpoint or equivalent.
- v) “End of Day” includes Dunnage activities.
- vi) All accumulated yard time after the initial out-gate up to the last in-gate will be paid hourly, for any Driver performing multiple assignments that return to the DC.
- vii) All deliveries/pick-ups will be compensated as per the rate schedule above (0 – 2 hours). Any delay over two (2) hours must be reported to Dispatch. Such delays will be reviewed by supervision for authorization.

- viii) The Greater Toronto Area (“GTA”) zone will be defined by the map attached as ‘Schedule A’. In the event a driver has a delivery and/or and pick-up in the defined zone, the applicable hourly rate will apply for the entire assignment.
- ix) In all cases of breakdown or other delays for which the Driver is not responsible, the Driver must notify Dispatch as soon as possible for verification. In the event the Driver is on an “ABC” work assignment, the applicable hourly rate will apply from the time of the delay until activity resumes.
- x) In the event a Driver encounters inclement weather on an Activity-based work assignment, he will be compensated at the applicable hourly rate provided he declares his decision to Dispatch upon the completion of the work assignment. A Driver is entitled to make this declaration up to fifteen (15) times per calendar year.
- xi) If the Company elects to work Drivers on Extra Day(s) the following process will apply:

Drivers on an Extra Day will apply their seniority for the purposes of bid selection after regularly scheduled Drivers have made their work assignment selection. If a Driver wishes to be considered for Extra Day(s), he shall sign a list to indicate his interest. Such Extra Day(s) will be offered by seniority among those who have signed the list. The Driver must ensure that in accepting any Extra Day work assignment, he has a minimum of ten (10) hours available for his regular shifts, is in compliance with Hours of Service legislation and does not exceed sixty (60) hours in a week. The Employer reserves the right to make adjustments to his regular schedule as operational requirements may dictate.
- xii) In the event a layover is required, the Driver will notify dispatch and gain approval for overnight accommodation at a Company-approved location. A Driver will be paid up to eighteen (\$18) dollars for dinner and five (\$5) for breakfast, with the daily total not to exceed twenty-three (\$23) dollars. All expenses will be reimbursed upon submission of receipts.
- xiii) Multi-day trip scenarios will be discussed between Union and Management as they arise.
- xiv) The Company will make available ten (10) conversion days in a calendar year that a driver may use to equalize his time versus his Activity Based Compensation run(s) that shift. The company reserves the right to manage performance related issues in all cases.**



C.02 **Part-time Rates of Pay**

Effective the date of ratification of this agreement, the following shall be the minimum hourly rates of pay for all part time employees throughout the term of this Agreement when on an hourly work assignment:

D.O.R.
Rate

\$18.00

Active part time employees on the payroll who were hired prior to the date of ratification who are at the end rate of pay shall receive \$500 on the dates in C.01 (b).

C.03 **COLA**

There shall be no Cost of Living Adjustment (COLA) to the standard hourly rates of the full-time employees covered by this Agreement for the life of the Agreement. All adjustments shall be incorporated into the standard hourly rates and shall be made quarter annually on the Monday closest to the first days of February, May, August and November based on the Consumer Price Index (CPI) for Canada (1986 = 100), published by Statistics Canada.

It is agreed that an increase or decrease of 0.325 in the CPI reflects an increase or decrease of one (1) cent per hour.

The increases will be applied quarterly and folded into the end rates each quarter. Any decreases in the CPI will not reduce the wages below the basic wages, plus contractual increases. (e.g. COLA increase of .6 cents in first quarter, CPI decrease of .8 cents in second quarter then only .6 cents can be taken off wage rates).

APPENDIX “D”

PENSIONS

Section 1 - Effective Date, Purpose and Duration

- 1.01 The purpose of this Agreement is to provide for payment of Pension and certain other benefits to eligible employees in the amounts, and upon fulfillment of the conditions, as herein specified.
- 1.02 The Company shall maintain, for the duration of this Agreement, a Pension Plan to provide the benefits herein provided.
- 1.03 (a) This Agreement shall continue in effect until the Agreement to which it is appended, shall be terminated as herein provided.
- (b) Anything herein which might be construed to the contrary, notwithstanding however, it is understood that termination of this Agreement shall not have the effect of automatically terminating the Pension Plan maintained pursuant to Section 1.02 hereof.

Section 2 - Definitions

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

- 2.01 “Actuary” shall mean the actuary or firm of actuaries retained by the Company, but independent thereof. Such actuary or a member of such firm shall be qualified through Fellowship in the Canadian Institute of Actuaries.
- 2.02 “Agreement” shall mean this Appendix “D” to an Agreement between Loblaws Supermarkets Limited and United Food and Commercial Workers Union, Local 1006A.
- 2.03 “Company” shall mean Loblaws Supermarkets Limited acting through its Board of Directors or any person authorized by that Board of Directors to act on its behalf.
- 2.04 “Continuous Service” shall mean unbroken full-time employment with the Company and shall include periods of annual vacation granted by the Company, approved leaves of absence, periods of lay-off and periods of time lost due to sickness or accident whether or not subject to Workers' Compensation. Continuous Service shall be considered to have been broken when the seniority rights of an employee are terminated.
- 2.05 "Credited Interest" shall mean interest on Member contributions to the Plan compounded annually from the end of the Plan Year in which contributions were

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

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

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

- (i) In respect of a Member's required contributions, together with Credited Interest, outstanding at January 1 of that Plan Year, the full applicable rate of interest described above; and
- (ii) In respect of a Member's required contributions made during that Plan Year, one half of the applicable interest rate described above, multiplied by the fraction of the year (incompleted months) during which the contributions were made during such Plan Year and to amortize any initial unfunded liability or experience deficiency in accordance with the requirements of the Pension Benefits Act, after taking into account the assets of the Pension Fund, the earnings thereon, the contribution of Members during the year and all other relevant factors.

- 2.06 "Credited Past Service" shall mean the number of complete years (with complete months computed as twelfths of a year) of a Member's Continuous Service prior to January 1st, 1979 but excluding the first six (6) months of Continuous Service and all service rendered prior to the Member's attainment of age 21.
- 2.07 "Earnings" shall mean compensation received from the Company as an employee and shall include all taxable income which must be included in computing a Statement of Remuneration Paid (D.N.R. Form T4) for that employee.
- 2.08 "Employee" shall mean any person regularly employed by the Company on a full-time or part-time basis who is represented by the Union.
- 2.09 "Member" shall mean an eligible employee who has completed the enrollment forms provided by the Company and who continues to be entitled to rights and benefits under the Plan.

- 2.10 "Inflation Adjustment Factor" shall mean:
- (a) for Section 7.05 as determined for January 1, 1990 and each subsequent January 1st:
 - (i) 75% of the percentage change in the Consumer Price Index during the twelve (12) month period ending on the determination date up to a maximum of a 10% increase in the CPI, less one per cent (1%);
 - (b) for Section 7.06 as determined for January 1, 1991 and each subsequent January 1st:
 - (i) 75% of the percentage change in the Consumer Price Index during the twelve (12) month period ending on the determination date up to a maximum of a 10% increase in the CPI, less one per cent (1%).
- 2.11 "Normal Retirement Date" shall have the meaning set out in Section 5 hereof.
- 2.12 "Participatory Service" shall mean the number of complete years (with complete months computed as twelfths of a year) of a Member's continuous participation in the Plan prior to January 1st, 1979. In computing Participatory Service, the date upon which the Member's contributions first became payable in his most recent period of participation shall be taken as the beginning of Participatory Service.
- 2.13 "Past Service Earnings" shall mean the total remuneration received by the Member from the Company as reported on the Statement of Remuneration Paid (T4) issued by the Company for the calendar year 1978, provided that for a Member with a period of disability and/or leave of absence in the calendar year 1978, such remuneration shall be taken as the greater of:
- (a) (i) the total remuneration received by the Member from the Company as reported on the Statement of Remuneration Paid (T4) issued by the Company for the calendar year 1977;
- Plus
- (ii) the total obtained if the amounts the Member received in the calendar year 1977 from Workers' Compensation, the Company's Weekly Indemnity Plan and the Company's Long Term Disability Insurance Plan are added together; provided however, that if such total is less than \$500.00, it shall be taken as zero;
- and
- (b) the sum of

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

Plus

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

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

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

2.16 "Plan" shall mean:

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

2.17 "Plan Year" shall have the same meaning as in the Plan. At the effective date of this Agreement, a Plan Year means the twelve (12) months 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 from filed with the Company, in which event the term "Spouse" shall mean the named common-law Spouse.

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

Section 3 - Government Approval

- 3.01 The Company's obligation to provide the benefits herein provided is subject to the requirement that acceptance by the Minister of National Revenue of the Plan and any amendments thereto as a "Registered Pension Fund or Plan" as defined in the Income Tax Act, entitling the Company to deduct its contributions hereto under the Income Tax Act or any other applicable tax laws in Canada (as such laws are now in effect or are hereafter amended or enacted) is obtained and that such acceptance is continued thereafter. The obligation to provide the benefits as herein provided is subject also to the requirement that the Plan is accepted for registration under all applicable laws now or hereafter enacted and that such acceptance and registration is continued thereafter. The Company shall submit the Plan and any amendments thereto and such reporting information in connection therewith as may be required for the purpose of obtaining such acceptance and registration.
- 3.02 In the event that any change in the Plan is necessary to obtain such acceptance and continued registration, a corresponding revision shall be made in this Agreement. Provided however, that such a change in the Agreement shall be a matter for further negotiations between the parties. In negotiating any such revision, the parties shall adhere as closely as possible to the intent of the Company and the Union as expressed in this Agreement.

Section 4 - Eligibility

- 4.01 Each full-time employee in the service of the Company on May 1st, 1972, who was a Member of the Plan as it existed on April 30, 1972 will automatically continue as a Member of the Plan on May 1st, 1972.
- 4.02 A full-time employee in the service of the Company on April 30, 1972, who was not then a Member shall be required, as a condition of employment, to become such on the first day of the month next following the later of:
- (a) the date he would have been required to become a member pursuant to the provisions of the Plan as constituted on April 30th, 1972; and
 - (b) the date upon which he has completed six (6) months of Continuous Service.

- 4.03 Each full-time employee who commences employment on or after May 1st, 1972, shall be required to join the Plan as a condition of employment on the first day of the month coincident with or immediately following completion of six (6) months of Continuous Service provided he has not then attained his Normal Retirement Date.
- 4.04 Full-time employees who commence employment on or after October 16, 1988 will be required to join the Plan as a condition of employment on the first day of the month coincident with or immediately following completion of one (1) year of service, provided they have not attained Normal Retirement Date.
- 4.05 Part-time employees who have either 700 hours worked in each of two consecutive calendar years or have earned 35% of the YMPE after December 31, 1985 are eligible to join the pension plan any time after January 1, 1988, provided they have not attained their normal retirement age or have elected early retirement.
- 4.06 If an employee's Continuous Service is broken and they are later re-employed, they shall, for the purposes of this Plan, be regarded as a new employee who has not had previous service with the Company except with respect to any vested benefits which he may have to his credit in the plan for their previous service.
- 4.07 Each eligible employee and each Member of the Plan shall be provided with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to them together with an explanation of their rights and duties with respect to the benefits available to them under the Plan and any other information required to be furnished to them under any applicable Pension Legislation.

Section 5 - Retirement Date

- 5.01 The Normal Retirement Date for a Member will be the first day of the month next following attainment of age 65.
- 5.02 A member who is within ten (10) years of Normal Retirement Date may retire prior to his Normal Retirement Date and shall be entitled to receive the benefits prescribed by Section 7.02 hereof.
- 5.03 Notwithstanding the provisions of Section 5.02 above, a Member who was a participant in the Plan prior to May 1st, 1972 and who accrued, prior to that date, retirement benefits which were payable in an unreduced form in the event of retirement at age 60, may elect to retire under the conditions specified in Section 5.02 above except that "ten (10) years" shall be read as fifteen (15) years".

Section 6 - Contributions

- 6.01 Member Contributions Subject to an election pursuant to Section 6.02 hereof, each member shall contribute, by payroll deductions, from his date of enrollment to his date of retirement or to such earlier date as his Continuous Service shall be broken, a percentage of his Earnings in each Plan Year as shown in the table set out in Section 6.06, less the amount that the Company must withhold from such Earnings in respect of contributions to the Canada or Quebec Pension Plan.
- 6.02 A Member, who was such on April 30th, 1972 and who elected in 1966 not to contribute on a basis whereby his subsequent contributions to the Plan would be offset by an amount approximating his contributions to the Canada or Quebec Pension Plan, may elect to contribute, by payroll deductions, a percentage of his Earnings in each Plan Year as shown in the table set out in Section 6.06. In the event such a Member elects to contribute pursuant to Section 6.01 above, he shall not be entitled, thereafter, to elect to contribute pursuant to this Section 6.02.
- 6.03 A member who is not in receipt of Earnings shall not be required or permitted to contribute to the Plan during such period. Provided however, that a member who has been absent from work and in receipt of short-term sickness or accident benefits or on authorized leave of absence without pay may elect to repay what their contributions would have been during such period, provided that they are repaid by the end of the calendar year immediately following the calendar year in which the absence occurs.
- 6.04 The Company shall contribute to the Pension Fund in each Plan Year, at such intervals and within such periods of time as prescribed by the Pension Benefits Act, such amounts as prescribed by the Actuary, as are necessary to provide the pension benefits accruing to Member during such Plan Year and to amortize any initial unfunded liability or experience deficiency in accordance with the requirement of the Pension benefits Act, after taking into account the assets of the Pension Fund, the earnings thereon, the contribution of Members during the year and all other relevant factors.
- 6.05 Notwithstanding sections 6.01, 6.02 and 6.03, Members shall not be required or permitted to contribute in respect of Plan Years 1984-1989.

<i>Plan Year</i>	<i>Rate</i>
Prior to 1981	5%
1981	3%
1982	2 1/2%
1983	2%
1984-1989	NIL
1990	1/2 %
1991	1%

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

Section 7 - Amount of Pension

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

- (a) 35% of the amount described in (i) or (ii) as applicable;
 - (i) for members contributing pursuant to Section 6.02 at August 5th, 1980, the amount shall be five percent (5%) of the Member's earnings for each Plan Year after December 31st, 1978 to his date of retirement or to such earlier date as his Continuous Service shall be broken;
 - (ii) for all other Members the amount shall be five percent (5%) of the Member's Earning for each Plan Year after December 31st, 1978 or his date of enrollment if later, less the amount the Company must withhold from such Earnings in respect to contributions to the Canada or Quebec Pension Plan, to December 31st, 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 is 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 of Section 6.01 hereof with effect from January 1st, 1973, the Member makes contributions pursuant to Section 6.02 hereof, an amount equal to 1.67% of the Member's Past Service Earnings multiplied by his Participatory service;

Plus

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

- (i) 1.25% of that part of the Member's Past Service Earnings which does not exceed \$10,400.00, multiplied by their Credited Past Service;
 - (ii) 1.75% of that part of the member's Past Service Earnings which exceeds \$10,400.00, multiplied by their credited Past Service;
 - (iii) if the Member elected in 1966 not to contribute on a basis whereby his subsequent contributions to the plan would be offset by an amount approximating his contributions to the Canada or Quebec Pension Plan, an amount of \$164.00.
- (e) the Annual Pension accrued pursuant to Section 7.03 hereof;

Plus

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

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

- (a) a deferred retirement income with payments commencing on their Normal Retirement Date equal to the Pension accrued pursuant to Section 7.01 above to his Early Retirement Date; or
- (b) an immediate retirement income in the same amount as determined in Section 7.02 (a) but reduced one-half of one percent (1/2 of 1%) for each complete month that such early retirement precedes their Normal Retirement Date.

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

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

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

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

- (i) a deferred retirement income with payments commencing on his Normal Retirement Date equal to the Pension accrued pursuant to Section 7.01 above to their Early Retirement Date; or
- (ii) an immediate retirement income in the same amount as determined in Section 7.02 (a) but reduced by one quarter of one percent (1/4 of 1%) for each complete month that such early retirement precedes the first day of the month next following the Member's attainment of age 62.

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

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

7.03

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

- (a) The rate of accrual for the Plan year in which the Member becomes disabled will be based on the amount of Pension that would have accrued during that year had the disability not occurred, as is estimated by the Actuary using the Member's rate of Earnings in effect at the date the disability occurred, less the Pension accrued by the member for the Plan Year pursuant to Section 7.01 (a) hereof;
- (b) The rate of accrual for each subsequent Plan Year (with parts hereof used to compute a partial benefit) during the continuance of such disability benefits will be

based on the amount of Pension accrued to the Member's credit in the plan Year in which they became disabled.

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

(a) the lessor of;

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

and

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

or

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

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

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

7.06 "Active Benefit Indexation" - Effective January 1, 1991 on each January 1st until the later of commencement of a pension and age 65, the pension earned by active members as 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 & Duration of Retirement Benefits

8.01 Pensions shall be payable to a Member as of their Normal Retirement Date, shall in no event be payable with respect to any prior month, and shall be payable on the first of each month thereafter during the life of such Member, ceasing with the last

payment to which they were entitled immediately prior to their date of death and subject to Section 10, and any election made under Section 12.02.

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

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

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

Section 9 - Termination of Employment

Benefit for Service Prior to January 1, 1987

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

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

Plus

- (ii) the sum of
 - (a) contributions made to the Plan by the Member prior to May 1st, 1972;
 - (b) interest credited to those contributions prior to May 1st, 1972 pursuant to the provisions of the Plan as constituted from time to time prior to that date;
 - (c) Credited Interest on the sum of (a) and (b) computed from May 1st, 1972. Such refund shall be in lieu of any other benefits accrued under the Plan in respect of Continuous Service prior to January 1, 1987.

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

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

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

9.05 **Benefit for Service on or After January 1, 1987**

(a) **Before completion of two (2) years of Plan Membership.**

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

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

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

9.06 **Portability**

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

- (a) another pension plan in which the Member is a member or former member, provided the terms of the other pension plan permit such a transfer;
- (b) the member's eligible prescribed (locked-in) retirement savings arrangement;
- (c) an insurance Company licensed to transact business in Canada, for the purchase of an immediate or deferred life annuity. Such transfer shall not be made until the financial institution receiving such funds agrees to administer the funds on a locked-in basis, in accordance with the Pension Benefits Act, 1987 regarding such locked-in amounts, and subject to the regulations thereunder limiting such transfers when the solvency of the Plan may be impaired. The commuted value shall be calculated in the manner prescribed under the Pension Benefit Act.

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

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

Section 10 - Benefits on Death

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

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

Plus

- (b) the sum of:
 - (i) contributions made to the Plan by the member prior to May 1st, 1972;
 - (ii) interest credited to those contributions prior to May 1st, 1972 pursuant to the provisions of the Plan as constituted from time to time prior to that date;

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

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

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

or

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

10.03 **For service on and after January 1, 1987**

(a) **Before completion of two (2) years of Plan Membership.**

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

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

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

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

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

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

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

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

10.04 Death after Retirement

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

Section 11 - Designated Beneficiary

11.01 A Member may, by written notice communicated to the Company during such Member's lifetime, designate a person to receive the benefits payable under the Plan on their death and may also by written notice communicated to the Company during such Member's lifetime alter or revoke such designation from time to time, subject always to the provisions of any annuity, insurance or other contract or law governing designation of beneficiary from time to time in force which may apply to such member. Such written notice shall be in such form and shall be executed in such manner as the Company in its discretion may from time to time determine.

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

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

exceed the lesser of fifteen (15) years and the period from the date of death of the member to the day before the date on which the spouse's 86th birthday would occur;

- (c) in a lump sum.

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

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

Section 12 - Optional Types of Pension

12.01 (a) Normal Form for members without Spouses

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

(b) Normal Form for Members with Spouses

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

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

- 12.02 Each Member may elect to receive, in lieu of the normal Pension, an optional form of pension in an actuarially equivalent amount to 12.01 (a) above, provided such

election, in writing, is filed with the Company at least thirty (30) days prior to the member's date of retirement. No election will be permitted which would result in a guaranteed period exceeding the Member's normal life expectancy. The optional types of Pension which are available to all members are as follows:

(a) **Life-Ceasing at Death**

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

(b) **Life-Guaranteed 60 Months**

This type of Pension provides payments for the entire lifetime of the retired Member and guarantees that, should the member die after the 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 or survivorship Pensions:

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

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

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

The election under this sub-section may be canceled upon notification from the Member more than thirty (30) days prior to his retirement date or if the joint annuitant dies prior to the Member's retirement. In the case of the death of the joint annuitant before the member retires under the Plan, the Pension will become payable at the Retirement Date of the Member as if this option had not been elected. In such case, the Member may make another election under the terms of this Section 12.

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

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

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

Section 13 - General Provisions

- 13.01 No payment of Pension benefits shall commence until the Member has filed satisfactory proof of age with the Company. A Member who has named a joint annuitant shall also be required to provide satisfactory proof of age for such joint annuitant.
- 13.02 If the amount of the retirement income or deferred retirement income payable to the participant is less than two (2%) per cent of the YMPE in the year of termination or retirement, or such other amount as may be permitted in accordance with the Pension Benefits Act from time to time, the participant may receive a lump sum payment equal to the amount required to provide such benefit or the actuarial equivalent thereof quarterly, semi-annual or annual payments, at the sole discretion of the Company.
- 13.03 Nothing in this Agreement shall be taken to mean that any change will be made in benefits paid or in the process of payment to employees (or their heirs and assigns) who terminated, died or retired on or before December 1st, 1973).
- 13.04 Benefits under the Plan shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge or to attachment or legal process for debts of the person receiving such benefits.
- 13.05 The Company shall provide the Union with the following in respect of employees who are Members:
- (a) information as to sex, date of birth, date of employment, classification;
 - (b) pension, death and termination benefits accrued to the Plan Year End immediately preceding any termination date of the Collective Agreement between the parties to this Agreement;
 - (c) the contribution information contained in the Annual Information Return prepared each year pursuant to the Pension Benefits Act.

Full Time hired after July 22, 2010

- 13.06 Full time hired after date of ratification will be enrolled in the National pension plan (defined contribution), as per plan regulations/eligibility.

Loblaw’s National Pension Plan ¹ is a defined contribution registered pension plan.

Eligibility to join the Plan

Full – time colleagues: Full time employees are eligible for membership in the Plan on the first day of the month after they have completed one year of continuous service, or on an earlier date where prescribed by provincial pension legislation.

Enrolment in the National Pension Plan (“NPP”) is voluntary* however once an employee joins the NPP they will not be able to stop contributions as long as they remain employed by the Company.

NPP overview:

- Contributions to the Plan are defined by a formula.
- Contributions of two percent (2%) of pensionable earnings to the Plan through payroll deduction. Contributions are deducted from pre-tax pay each pay period, which automatically reduces taxable income at the source. The maximum annual contribution is \$3,000.
- The Company makes contributions between 2% and 5% of pensionable earnings based on age plus service points (see table below). Company contributions are subject to vesting (please refer to Plan enrolment guide).
- Choice of investment options determine how employee and Company contributions are invested. Investment earnings accumulate tax-free until used as retirement income.
- The money in the employee’s Plan grows over time. The amount available for retirement depends on the total amount of employee contributions, the contributions made by the Company and the investment returns earned on the total contributions.

Age + Service Points	Employee Contribution (% of pensionable earnings)	Company Contribution (% of pensionable earnings)
Less than 40	2%	2%
40 to 49	2%	3%
50 to 60	2%	4%
More than 60	2%	5%

¹ The National Pension Plan will be administrated in accordance with the official Plan text, the Company’s administrative policies and applicable legislation. In cases where there is an error or conflict between this summary and the official Plan text, or administrative policies, the official Plan text, administrative policies and applicable legislation will govern.

LETTER OF UNDERSTANDING #1

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

Notwithstanding any provision to the contrary that may be contained elsewhere in this Collective Agreement, the Company and the Union agree that any changes in the field of health and welfare, (excluding S.I.B., AD&D and Life Insurance), pensions and Christmas bonus granted to the major UFCW store employees’ bargaining unit that may occur during the term of this Agreement, will be applicable to the bargaining units represented in this Collective Agreement.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 2

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

The Company will provide equipment and/or training as required for full time retiree’s that convert to part time status for the purpose of renewing their AZ license. The Company will continue to provide the equipment and training to these employees as required on an annual basis.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 3

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

Early Retirement

The Early Retirement package will be based on 3 weeks pay (current hourly rate of pay multiplied by forty (40) hours) per year of completed full time service or salary continuance to age 65 whichever is the lesser to a maximum of seventy-five thousand (\$75,000.00) dollars.

The offer of early retirement will be made in each year of the Collective Agreement to those full time employees who attain age 55 or older and have a minimum of twenty-five (25) years of service as of December 31st of each year. In those cases, eligible employees will be required to declare their intention by March 15th in each year. The retirements will be effective and the severance payable in January of the following year, however, departures will be timed to meet the requirements of the operation.

The above offer of early retirement is limited to two (2) employees per year (maximum of seven (7) employees in total during the life of the agreement), if no one opts in a year, they carry forward to the following year.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 4

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

This will confirm that for employees who are absent due to sickness or disability or maternity or paternity leave shall have their severance pay handled in the same manner as the Real Canadian Superstores with Local 1000A.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 5

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

A full time employee may continue to work full time subsequent to age 65, at which point their benefits plan will switch to the current retiree benefits plan. A full time employee will continue to accrue pension service until age 69 at which point they must begin to collect their pension.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 6

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

“Closure of Transport / Severance-**for all employees hired prior to March 8, 2016.**

In the event of a reduction in the number of drivers or a complete closure of the Transport department, severance pay will be based on 3 weeks pay (current hourly rate of pay multiplied by forty (40) hours) per year of completed service as of the date of their departure or the equivalent of salary continuance of age 65 whichever is the lesser to a maximum of seventy-five thousand (\$75,000.00) dollars. Their service will be based on completed full time years of service as of the date of closure. This payment is contingent on business as usual and an orderly operation of the business.

Part time

A part time employee who is severed shall be eligible to receive 3 weeks pay per year of completed part time service as of the date of closure with a minimum of \$1,000 to a maximum of \$10,000. A weeks pay for a part time employee will be calculated based on the average of the 12 weeks prior to the closure or the 52 weeks prior to the closure whichever is the greater. It is understood that the average shall not exceed 40 regular hours. This severance payment is contingent on business as usual and an orderly wind down of the business.

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING # 7

between

**NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the “COMPANY”)**

and

**UFCW LOCAL 1006A
(hereinafter referred to as the “UNION”)**

Start of Day Work Assignments

“In circumstances where LCL Drivers and third party drivers have their scheduled start time within the same thirty (30) minute block (0:00-0:29 or 0:30-0:59), the equivalent amount of available runs will be made available for the start of day LCL driver(s) to select in order of seniority prior to the start of day third party driver(s).

In the event there are fewer assignments than the aggregate start of day driver pool available, the LCL Driver(s) will take the available assignment(s) in order of seniority.

It is understood between the parties that any pre-assigned work will be excluded from this process.

The Company reserves the right at all times to determine which runs are put out for selection.”

Dated at Toronto, Ontario this day of 2016

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Between

NATIONAL GROCERS CO. LTD.
(hereinafter referred to as the "COMPANY")

and

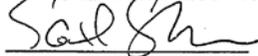
UFCW CANADA LOCAL 1000A
(hereinafter referred to as the "UNION")

The parties agree that to the following understanding as it relates to the shunt work at the Maple Grove Distribution Centre:

1. Shunt Drivers are those drivers which spend at least 50% of their work hours per week performing shunt duties.
2. The Company will post a Drivers' matrix which identifies those positions which are "shunt drivers." The Company may schedule shunt drivers for shifts of up to 12 hours of shunt driving. These shunt drivers may work up to forty-four (44) hours per week before triggering an Overtime threshold.
3. On notice to the Union and the shunt drivers by the Company before the commencement of a scheduled work week, hours of work may be averaged thereafter for the shunt drivers over a subsequent and contiguous two-week period to determine if this overtime threshold was reached within that period.
4. The averaging of overtime set out above is only applicable to those shunt drivers who were assigned only 12 hours shifts during the applicable two week period.
5. The Company will pay a "Shunt premium" of one (\$1) per hour for all hours worked as a shunt driver. For clarity, in order to qualify for the premium, a driver must work at least fifty per cent (50%) percent of their work hours per week performing shunt duties.
6. Those who are in posted shunt positions are not eligible for extra day(s) work under the Collective Agreement without approval of the Company.

Dated at Cambridge, Ontario this 11th day of April, 2012.

FOR THE COMPANY



FOR THE UNION

