

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Loblaw Companies Ltd. (Moncton Freezer)

(hereinafter referred to as the "Employer")

AND:

CAW Local 4005

(hereinafter referred to as the "Union")

Whereas the negotiating committees of the respective parties have reached agreement on all of the terms to be incorporated in a new Collective Bargaining Agreement, and whereas the Agreement is subject to ratification by the respective principals,

1. **The negotiating committees of the Company and the Union hereby agree to recommend to their respective principals the terms and conditions of employment contained herein.**
2. The following (excluding errors and omissions) reflects the changes in the respective Articles agreed upon between the two negotiating committees:

APPENDIX "A"- WAGES

Full-time Wage Scale

	Mar 3, 2013	Mar 2, 2014	Mar 1, 2015
Start	\$15.50	\$15.50	\$15.50
12 months	\$16.50	\$16.50	\$16.50
24 months	\$17.50	\$17.50	\$17.50
36 months	\$18.90	\$19.40	\$20.00

Part-time Wage Scale

	Mar 3, 2013	Mar 2, 2014	Mar 1, 2015
Start	\$12.00	\$12.00	\$12.00
6 months	\$12.60	\$12.80	\$13.00
12 months	\$13.10	\$13.30	\$13.50
18 months	\$13.35	\$13.55	\$13.75
24 months	\$14.55	\$14.75	\$14.95
30 months	\$14.75	\$14.95	\$15.15
36 months	\$14.95	\$15.15	\$15.35

Part-time employees on the payroll as of Date of Ratification will be "Grandfathered" under former Article 10.04 (-\$2.00 from FT rate).

Sanitation employees will receive an hourly rate not less than two (\$2) dollars below the warehouse scales.

ARTICLE 12 – HOURS AND SCHEDULES OF WORK

12.05 Amend first sentence to read:

“Employees will receive three (3) paid breaks of fifteen (15) minutes during the course of a ten (10) hour shift and two (2) paid breaks of fifteen (15) minutes during the course of an eight (8) hour shift, at times determined by the Company. The Company shall not alter the time at which such breaks are scheduled, except in cases of emergency, power outage, major systems failure or an Act of God.”

ARTICLE 16 - VACATION WITH PAY PLAN (Effective January 1, 2014)

16.01 Amend (1) – (5) to read:

Annual Vacation Entitlement Schedule	
Years of Service	# of Weeks Annual Vacation Entitlement*
0	Up to 2 weeks
1	2 weeks + 1 Day
2	2 weeks + 2 Days
3	2 weeks + 3 Days
4	2 weeks + 4 Days
5-7	3 weeks
8+	4 weeks

* Days are based on 8 hour days

AGREED TO ITEMS

General:

- Change all references of "Results 360 Moncton Logistics, Inc." (or variations thereof) to "Loblaw Companies Ltd."
- Change all references to "Floaters" to "Part time employees"

1st para. Change "town" to "city"

1.01 Change "town" to "city"

4.01 (f) NEW:

The Company will give the Union advance notice of new rules and regulations, changes to existing rules and regulations or the introduction of new or improved methods.

9.01 Add: [... full-time "and part-time" employees...]

9.05 Amend to read "7pm to 7am"

10.04 Delete

11.05 (New)

"In the event an employee works more than two (2) hours of overtime beyond the end of his regular daily work schedule, the Company will provide a meal or a payment of \$10 in lieu of a meal."

13.04 Amend to read:
"Permanent vacancies or new positions that are to be assigned will be posted on the employee bulletin board for seven (7) calendar days and filled by overall seniority, provided the applicant possesses the skills, abilities and qualifications to perform the work."

14.02 Change "Bi-weekly" to "weekly"

Article 23 (Effective January 1, 2014)

Amend to read:

23.01 "Health and Welfare Benefits will be provided under the Atlantic Wholesalers Ltd. Plan, as amended by the Company from time to time."

23.02 Delete

Article 24 (Effective January 1, 2014)

24.02 Amend to read:

"The Company will provide, to those employees who have completed their probationary period, a clothing allowance of three hundred and fifty (\$350.00) dollars each January for the purpose of purchasing clothing and safety boots. Newly hired employees shall be paid this allowance following the successful completion of their probation, but in no circumstances will they receive more than one (1) allowance in any twelve (12) month period."

27.02 Amend "two (2)" to "three (3)" members from each of Union and Management

27.08 Delete

Article 30

33.04 Delete "one-half"

Article 33 (Effective January 1, 2014)

33.01 Full-time employees will be covered by the terms and conditions of the Atlantic Wholesalers benefits plan as amended by the Company from time to time.

33.02 The employee must notify the Company of his/her sickness at least one (1) hour prior to the regular starting time on each day of absence. Such notification of sickness shall be made to the Distribution Manager or his/her appointee.

Article 33 renumbered to Article 34

34.01 Three-year Agreement: March 3, 2013 to March 5, 2016

Change "data" to "date"

34.02 Change "February 28th, 2013" to "March 5, 2016"

Appendix 'B' Delete

Appendix 'C' Delete (Retention Wage Rate)

Letters of Understanding

Re. Banked Time

Full-time employees may bank up to a maximum of two (2) complete shifts per calendar year depending upon their individual hourly shift structure at the overtime rate of time and one-half (1.5 X).

An employee must work a daily minimum of four (4) hours of overtime in order to apply those overtime hours to his/her banked hour allotment.

Banked shifts will be scheduled by mutual agreement in increments of one (1) shift.

Any employee who does not schedule his/her allotted bank of overtime by November 1st within the calendar year will have his/her banked shifts scheduled by the Employer. Such banked time may not be carried forward from year-to-year.

Hours worked on a statutory holiday are not applicable to be banked.

Re. Union/Management meetings

The Union and the Company agree to establish a Labour Management Committee, consisting of up to three (3) representatives of each party. The Committee shall meet at least every two (2) months to discuss matters of interest.

Committee members not on shift when the meeting is scheduled shall be paid straight time for all time spent in the meeting.

Re. Pay Continuance


Employees on an approved Leave of Absence for paid Union business (i.e.: training, meetings, etc.) shall receive pay continuance from the Company and will be reimbursed by the Union.

Re. Union Working Space

The Company shall supply the Union with a locker on-site for the secure storage of materials. The Union steward may arrange to use the Training room or Board room from time-to-time, with the permission of the Operations Manager or his designate.

Signed at Moncton this 22nd day of May, 2013

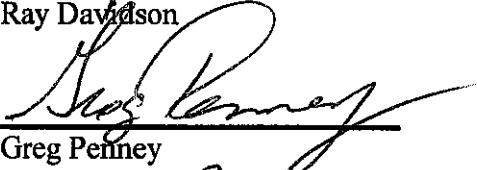
For the Company:



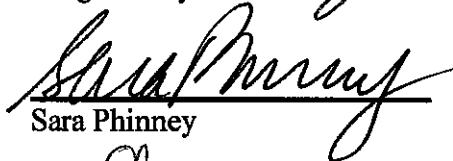
Dave Rayworth



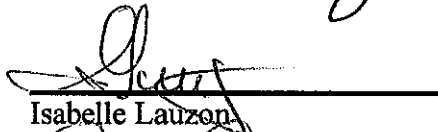
Ray Davidson



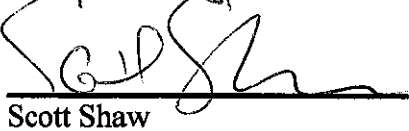
Greg Penney



Sara Phinney



Isabelle Lauzon

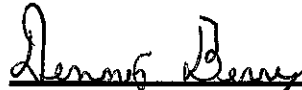


Scott Shaw


For the Union:



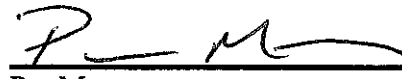
Richard Doucette



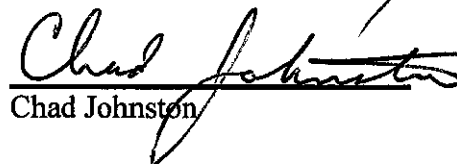
Dennis Berry



Luke Woodworth



Pat Murray



Chad Johnston