

EXPIRY: JULY 2, 1994

SOURCE	Comp
EFF.	910707
TERM.	940706
No. OF EMPLOYEES	129
NOMERE D'EMPLOYÉS	JF

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN: MACDONALDS CONSOLIDATED (a division of Canada Safeway Limited), a body corporate, incorporated under the laws of Canada with head office in the City of Calgary carrying on business in the Province of Saskatchewan, hereinafter referred to as the "COMPANY",

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, hereinafter referred to as the "UNION".

ARTICLE 1 PURPOSE

1.01

The Company and the Union mutually agree that the purpose of this Agreement shall be:

1. to establish wage rates, hours of work and other working conditions;
2. to provide a method for settlement of disputes and grievances of employees covered by this Agreement;
3. to promote harmonious relations and efficient operation.

ARTICLE 2 UNION RECOGNITION

2.01

The Company recognizes the Union as the sole collective bargaining agency for all employees employed at Macdonalds Consolidated, in or in connection with its places of business in the Province of Saskatchewan, except:

in REGINA: the Branch Manager, Grocery Warehouse Manager, Perishable Goods Warehouse Manager, Distribution Centre Maintenance Manager, Buyers, Sales Representatives, Warehouse Supervisors, Confidential Secretary to the Branch Manager;

in SASKATOON: the Sales Manager, Confidential Secretary to the Sales Manager.

2.02

The Company agrees that out of scope persons as described in 2.01 and Appendix "G" shall not do work that is normally done by employees in the bargaining unit. It is understood this will not apply in cases of emergency.

ARTICLE 3 CLARIFICATION OF TERMS

3.01

It is agreed that throughout this Agreement wherever the words "he", "his", or "him" appear, it shall be construed as meaning any employee "male" or "female". It is also agreed wherever the words, "employee" or "employees" appear, it shall mean any person or persons covered by this Agreement.

ARTICLE 4 MANAGEMENT'S RIGHTS

4.01

The Management of the Company and the direction of the working force, including the right to plan, direct and control warehouse operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations, to hire, layoff, or relieve employees from duties: to suspend, demote, transfer, promote and discipline and discharge employees for cause, are to be the sole right and function of the Company.

4.02

The Company shall be the sole judge of the merchandise to be handled in its warehouses.

4.03

The parties agree that the enumeration of management's rights set out in 4.01 and 4.02 shall not exclude other functions not specifically set forth. The Company, therefore, retaining all rights not otherwise specifically covered in this Agreement.

4.04

In exercising the foregoing rights, the Company shall act in good faith and shall not evade or alter any of the specific provisions of this Agreement. The Company will not exercise its rights under this Article or any other provisions of this Agreement to discriminate against any employee because of his activity in or for the Union.

ARTICLE 5 UNION SECURITY

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment, and every new employee whose employment commences hereafter, shall within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.
- 5.02 All new employees shall be presented with a form letter supplied by the Union, as set out in Appendix "F", attached to this Agreement, outlining his obligation to the Union.
- 5.03 To improve relations between the Company and the Union during the term of the collective agreement expiring July 2, 1994 the Company will introduce a new employee to the Union Steward in the employee's department.

ARTICLE 6 DUES CHECKOFF

- 6.01 Upon request in writing of any employee, and upon request of the Union, the Company shall deduct the union dues, assessments and initiation fees out of the wages due to each employee and shall remit same to the person designated by the Union, on or before the 20th day of each month. The Company shall furnish the Union each month with a written list of:
1. Names of employees for whom the deductions have been made;
 2. Names of employees whose employment has been terminated;
 3. Names of employees who have been hired;
 4. Home addresses of all new employees hired and any changes in home addresses of all other employees who are members of the Union that are made known to the Company in writing. It shall be the responsibility of the employee to advise of address changes.
- 6.02 Union dues deductions, deducted from the Company payroll during the calendar year, shall be included on the T-4 Income Tax forms that are provided by the Company.

ARTICLE 7 BASIC WORK WEEK

7.01

Hours of work for employees covered by this Agreement shall be set out in Appendix "A" of this Agreement.

ARTICLE 8 OVERTIME RATES OF PAY

8.01

All hours worked over those as outlined in Appendix "A" shall be considered as overtime hours and shall be paid for at the rate of time and one-half (1 1/2) for the first three (3) hours overtime in any one (1) day.

8.02

Double the regular rate of pay shall be paid for all hours worked after three (3) hours overtime in any one (1) day and for all hours worked on Sunday when such day is not a regular working day of the employee. An employee called back to work on his scheduled day off, or on a sixth (6th) shift, or after completing an eight (8) hour shift and has left the premises shall be permitted to leave the premises when the work necessitating the call back has been completed. For such a call back being outside the regular hours of the employee, he shall be paid three (3) hours at his job rate times appropriate overtime or for all the hours actually worked at the overtime rate, whichever is the greater.

8.03

Employees who are authorized to work two (2) hours overtime after completing a full shift shall be entitled to a fifteen (15) minute rest period with pay. Employees who work two (2) hours overtime and continue working overtime after completing a full shift shall be entitled to a further fifteen (15) minute rest period with pay.

Employees who work three (3) or more hours overtime after completing a full shift shall be paid (five (\$5.00) dollars supper money in addition to overtime pay. In the event the Company supplies a meal of equivalent value, supper money shall not be paid.

8.04

All overtime will be voluntary and shall be performed only after authorization from the Company. Authorized overtime shall be offered on the basis of seniority to those employees who normally perform the work to be done and who have notified the Company of their availability and willingness to work overtime that day. Notification shall be defined as, daily placing one's name on a list posted by the Company.

8.0s Employees shall not be required to take time off regular working hours in lieu of overtime worked.

8.06 In the event overtime work is authorized, regular full-time employees shall be given first opportunity to work such overtime.

ARTICLE 9 PART-TIME SUNDAY WORK

9.01 No regular full-time employee shall be laid off or have his hours of work reduced as a result of the employment of part-time workers for Sunday work.

9.02 The number of part-time workers engaged for Sunday work shall be limited to three (3) and the maximum daily shift for an employee shall not exceed eight (8) hours.

9.03 The duties of such part-time workers shall generally be restricted to unloading perishable merchandise, but may also include the rotation of perishable merchandise.

9.04 The wage rate for Sunday part-time personnel shall be that of a warehouseperson plus a Sunday premium of one dollar (\$1.00) per hour.

9.05 The terms of the collective agreement relative to overtime shall apply to all other employees working on a Sunday.

ARTICLE 10 PREMIUM PAY

10.01

Shift Premium:

Any employee working on a shift other than the shift falling between 7:00 a.m. and 6:00 p.m. shall be paid a premium of eighty (80¢) cents effective January 5, 1992 (eighty-five (85¢) effective July 5, 1992) in addition to his regular rate of pay for all hours worked on such a shift. The premium shall apply to casual employees who work a full shift. Except in cases of emergency, employees shall be given one (1) week's notice prior to a change in their shift from day shift to night shift or from night shift to day shift. Employees shall be entitled to a minimum break of ten (10) hours between shifts.

10.02

Freezer Premium:

An employee working in a freezer shall be paid a premium of eighty (80¢) cents effective January 5, 1992 (eighty-five (85¢) cents effective July 5, 1992) in addition to his regular rate of pay for all hours worked in a freezer.

10.03

An employee regularly receiving shift premium and freezer premium shall have his premium included in calculating his vacation pay and holiday pay.

ARTICLE 11 REST PERIODS

11.01

Full-time employees shall be entitled to two (2) fifteen (15) minute rest periods per day, one (1) in the first half of the shift, and one (1) in the second half of the shift. Part-time employees, working on a regular daily shift, shall be entitled to rest periods on the same basis as full-time employees, but if employed less than a full shift, said employee shall receive a rest period of fifteen (15) minutes upon completion of each three (3) hour work period.

ARTICLE 12 WAGE RATES AND JOB CLASSIFICATIONS

12.01

Job classifications and minimum hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix "B" of this Agreement.

12.02'

Pay shall be distributed on the Company's time. A completely itemised computation of the employee's pay and overtime hours of work shall be shown conspicuously on his pay cheque or slip accompanying it.

12.03

Classification titles and rates of pay applicable thereto for any new classifications or positions that may be established by the Company hereafter shall be subject to negotiations and a supplementary agreement shall be executed between the Company and the Union.

12.04

The Company agrees to equal pay for equal work, in accordance with the provisions of "The Labour Standards Act, 1969", and amendments thereto.

12.05

Any employee who is required to fill temporarily a classification paying a higher rate of pay for more than one (1) hour shall receive the rate of pay established for such classification. The said rate is to be effective from the first day he is so employed. The employee shall receive the rate one increment below the employee's length of service with the Company, or the employee's current rate, whichever is greater, unless the employee has relieved in the classification enough to warrant a further increment.

12.06

An employee required to fill temporarily an out-of-scope position for more than one (1) day shall, if supervisory duties are included, receive not less than thirty-five (\$35.00) dollars per week (or seven (\$7.00) dollars per day), in addition to his regular rate of pay plus overtime pay in accordance with the Agreement, based on his regular rate, for all hours worked in excess of the basic hours set out in this Agreement. When supervisory duties are not involved, the premium shall be not less than twenty-five (\$25.00) dollars per week (or five (\$5.00) dollars per day). The foregoing rates and conditions shall be effective from the first day an employee is so employed.

The basic work week and overtime conditions referred to above shall not apply when relieving an out of scope position.

12.07

,here a "Lead Hand" is required on a night shift, he shall be paid a premium not less than twenty-five (\$25.00) dollars per week (or five (\$5.00) dollars per day).

12.08

Part-time employees called and who report to work shall be given no less than four (4) hours work, or pay in lieu thereof.

12.09

New employees who have had previous experience in an unionized food warehouse shall, upon completion of the probationary period, be given credit for such previous experience for the purpose of determining their wage rate within the job classification for which they are hired by the Company.

12.10

Meal Allowance

Any employee working outside of the city during their meal period, provided such meal period occurs during their regular shift, shall be paid a five dollars and fifty cents (\$5.50) meal allowance.

ARTICLE 13 PAID HOLIDAYS

13.01

The following dags shall be considered holidays for which there shall be no deduction in pay:

NEW YEAR'S DAY	GOOD FRIDAY	VICTORIA DAY
DOMINION DAY	LABOUR DAY	THANKSGIVING DAY
REMEMBRANCE DAY	CHRISTMAS DAY	BOXING DAY
	SASKATCHEWAN DAY	

and any other days proclaimed as holidays by Dominion, Provincial or Civic authorities, providing such holidays are observed by the majority of the Wholesale Grocery businesses in the City of the Branch Warehouse.

13.02

Should any employee be required to perform work on any of the above-mentioned holidays, he shall receive in addition to his holiday pay, double (x2) time the regular rate for all hours worked. This would apply for all employees (except drivers on runs on Statutory Holidays, which is part of their regular schedule).

13.03

Should any holiday fall on a Sunday, the following Monday shall be observed as a paid holiday if so proclaimed by Dominion, Provincial or Civic governments.

However, should any holiday fall on an employee's scheduled day off, other than Sunday, the Company shall have the option of granting eight (8) hours additional pay or a day off with pay. In the latter event, the day off shall be mutually agreed upon between the Company and the employee within thirty (30) days following the holiday.

13.04

When any holiday, as set out in 13.01 of this Article, falls in an employee's work week, the work week shall be reduced by eight (8) hours or the number of hours proclaimed to be observed in respect of such a week, and no employee shall suffer a reduction in take home pay. Employees working in excess of the reduced hours of work for that week shall be paid in addition to their regular rate of pay for that week, one and one-half (1 1/2) times for all such hours worked.

13.05

Part-time employees shall be paid holiday pay in accordance with the Labour Standards Act, Province of Saskatchewan.

ARTICLE 14 ANNUAL VACATIONS

14.01

Any regular full-time employee with less than one (1) year's continuous service by May 1st will receive an amount equal to six (6%) percent of their total wages earned during the period of employment for which no vacation allowance has been paid up to May 1st. Such employee shall be allowed time off for vacation purposes without pay to a maximum of two (2) weeks during the period May 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

Said payment shall be made on or before the first pay period after June 1st unless an employee is allowed time off for vacation purposes between May 1st and June 1st, in which event they shall receive their vacation pay not later than one (1) day previous to the day in which their vacation time off is scheduled to start. Such payments are provided the employee has given two (2) weeks written notice of the start of the intended vacation period, unless otherwise mutually agreed between the Company and the employee.

14.02

An employee, after one (1) year's continuous full-time service, shall receive three (3) weeks vacation at his regular rate of pay and shall take two (2) weeks vacation during the period from May 1st to September 30th, unless otherwise agreed upon between the Company and the employee.

14.03

An employee with eight (8) or more years of continuous full-time service by May 1st, shall receive four (4) weeks vacation at his regular rate of pay.

14.04

An employee with thirteen (13) or more years of continuous full-time service by May 1st, shall receive five (5) weeks vacation at his regular rate of pay.

14.05

An employee with eighteen (18) or more years of continuous full-time service by May 1st, shall receive six (6) weeks vacation at his regular rate of pay.

14.06

An employee with twenty-three (23) or more years of continuous full-time service by May 1st, shall receive seven (7) weeks vacation at his regular rate of pay.

14.07

A vacation schedule shall be posted requesting employees to indicate their preference as to vacation dates. Employees, on the basis of seniority will have preference to select their vacation entitlement, however, both parties agree that the vacation schedule must be practical insofar as the operation of the business is concerned. The Company, therefore, must make the final decision on such matters.

14.08

The number of employees allowed vacation at any time through the year shall be based on a ratio of one (1) employee for every eight (8) employees in the department. The departments shall be defined as office, grocery and perishable. The determination will be made in the last week of November each year.

Vacation schedules shall be posted not later than December 1st to allow employees to select their two (2) weeks entitlement within the period May 1st to September 30th. Employees shall make their initial two (2) week selection by January 15th. The remainder of an employee's vacation entitlement will be selected by February 15th and the list shall be finalized and posted by February 28th.

14.09

Letter #2 of Appendix "D" of the collective agreement contains conditions on the procedure for vacation scheduling.

14.10

When a holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one for which the employee would have received pay had he been working. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay in lieu of an extra day's vacation, in accordance with Article 13 of this agreement, shall be given if agreed upon between the Company and the employee.

14.11

If employment of a regular full-time employee is terminated at any time from the commencement of his employment, the Company shall pay to him, in addition to all other amounts due to him, as follows:

1. an employee entitled to three (3) weeks vacation shall receive three fifty-seconds ($3/52$ nds) of his total earnings earned by him for the period employed, but if the employee has received annual vacation with pay at any time during his employment, the Company shall pay to him three fifty-seconds ($3/52$ nds) of his total earnings from the date he became entitled to his last annual vacation to the date of his termination:
2. an employee entitled to four (4) weeks vacation, in accordance with 14.03 of this Article shall receive one-thirteenth ($1/13$ th) of his total earnings earned by him from the date he became entitled to his last annual vacation to the date of his termination:
3. an employee entitled to five (5) weeks vacation, in accordance with 14.04 of this Article, shall receive five fifty-seconds ($5/52$ nds) of his total earnings earned by him from the date he became entitled to his last annual vacation to the date of his termination:

4. an employee entitled to six (6) weeks vacation, in accordance with 14.05 of this Article, shall receive three twenty-sixths (3/26ths) of his total earnings earned by him from the date he became entitled to his last annual vacation to the date of his termination:
5. an employee entitled to seven (7) weeks vacation, in accordance with 14.06 of this Article, shall receive seven fifty-seconds (7/52nds) of his total earnings earned by him from the date he became entitled to his last annual vacation to the date of his termination.

14.12

Should an employee be absent from work in excess of three (3) months in any vacation qualifying year, except for illness and injury, his vacation entitlement will be calculated at 3/52, 4/52, 5/52, 6/52, and 7/52, subject to his continuous full-time service.

Instances of illness and injury shall be considered for vacation entitlement for a period not to exceed twelve (12) months from the commencement of the continuous absence.

14.13

Effective January, 1986, full-time vacation pay will be paid at regular weekly rates subject to Article 14.12. By written request of the employee, no later than February 28th, employees shall be paid the difference between what they received (based on regular weekly rates) and the appropriate fraction (3/52nds, 4/52nds, 5/52nds, 6/52nds, 7/52nds) of their earnings for their previous vacation qualifying year.

14.14

Part-time employees shall receive vacation pay during the month of March based on their previous year's earnings, January 1st to December 31st, for which no vacation pay has been received:

'Less than eight (8) years of continuous part-time service	- 6%
Eight (8) years or more of continuous part-time service	- 8%
Thirteen (13) years or more of continuous part-time service	- 10%
Eighteen (18) years or more of continuous part-time service	- 12%
Twenty-three (23) years or more of continuous part-time service	- 14%

14.15

Part-time vacation pay will be issued on a separate cheque.

14.16

Full-time employees shall receive their vacation pay on a date not later than one (1) day previous to the date on which their vacations are scheduled to start.

14.17

Effective November 3, 1980, part-time employees proceeding to full-time employment after one (1) year's continuous employment, will be credited with the number of hours accumulated during the employee's continuous service with the Company as a part-time employee, and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate credit due the employee which will then be applied to Articles 14.03, 14.04, 14.05, and 14.06.

14.18

An employee who applies and qualifies for weekly indemnity payment for illness or accident while on vacation may receive the balance of the last vacation at a mutually agreed upon time.

ARTICLE 15 SENIORITY

15.01

New employees shall be on probation for a period of forty-five (45) days during which time they may be terminated without reference to seniority.

15.02

Seniority shall be considered on a Branch basis except as otherwise provided in this collective bargaining agreement.

15.03

1. Full-time seniority shall be defined as the length of continuous service with the Company as a full-time employee. Part-time seniority shall be defined as the length of continuous service with the Company as a part-time employee.
2. Revised or amended full-time and part-time seniority lists shall be prepared and posted in January and July of each year. A copy shall be forwarded to the Union.
3. If an employee is absent from work because of sickness, accident, or approved leave of absence, he shall not lose seniority rights.
4. The Company will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing the full-time employee's hours with part-time employees.

5. Full-time employees reduced to part-time by the Company will be placed at the top of the part-time seniority list based on his full-time seniority and will be scheduled all hours possible in the week based on seniority.

15.04

Seniority shall be cancelled when:

1. an employee's services are terminated by the Company and he is not reinstated;
2. failing to report for work upon recall after layoff within seven (7) days notification by the Company, by registered mail, addressed to the last known address of the employee;
3. an employee voluntarily leaves the services of the Company;
4. a full-time employee is laid off for twelve (12) consecutive months.

ARTICLE 16 PROMOTIONS AND VACANCIES

16.01

The Company, when filling job vacancies or new positions, shall fill such vacancies and positions on the basis of seniority, provided the senior employee has the qualifications and ability to handle the work to be performed in a competent manner.

16.02

Any vacancies or new positions created during the life of this Agreement or until a new Agreement has been executed shall be posted on the bulletin board.

16.03

A period of one (1) week shall be allowed employees in which to make application for such vacancies or new positions. The Company shall advise the successful applicant promptly following the closing date for the applications.

16.04

In the event no one in the Branch applies for a job vacancy or new position, it shall be posted in all the other branches for a further week as stated above and filled on the basis of seniority, provided the senior employee has the qualifications and ability to handle the work to be performed in a competent manner. It is agreed the successful applicant will be allowed a reasonable time to relocate.

16.05

Upon request, the Company will supply the Shop Steward with copies of all job postings, the names of all job posting applicants and the name of the successful applicant.

16.06

An employee transferred or promoted to a new position shall be allowed a maximum qualifying period of thirty (30) days. If, in the opinion of the Company, the employee is unsuited to the new job and cannot adapt himself to the new work, the Company may, at any time, revert the employee to his former position. Likewise, an employee may, at any time during the qualifying period, voluntarily revert to his former position without loss of seniority or any other rights. In such event, the next senior applicant on the job posting will be offered the new position or vacancy.

Where an employee is transferred or promoted to a new position, such employee shall be placed at the midrange rate, or fifteen (150) cents per hour above his previous rate, whichever is greater, and he shall progress through the remaining increment scales to the top rate of the classification on hours paid.

16.07

Any difference of opinion arising out of this Article between the employee and the Company shall be taken up in accordance with Articles 28 and 29 of the Grievance Procedure of this Agreement.

ARTICLE 17 LAYOFFS AND REHIRING

17.01

When reducing staff, senior employees with sufficient ability to handle the job to be filled shall be retained.

Employees laid off, or employees reduced by the Company to part-time on account of reduction in staff shall be returned to full-time service in order of seniority provided:

- they have sufficient ability to handle the work in a competent manner, and
- less than twelve (12) consecutive months has elapsed.

Employees regularly working full-time, recalled within twelve (12) months of their layoff or reduction to part-time by the Company shall retain their previous length of full-time service.

17.02

In the event of discharge, except for just cause, or layoff of an employee who has been employed for at least three (3) continuous months, the Company shall give the affected employee(s) notice or pay in lieu of notice as follows:

1. one (1) week's written notice where his period of employment is less than one (1) year;
2. two (2) weeks written notice where his period of employment is one (1) year or more, but less than three (3) years;
3. four (4) weeks written notice where his period of employment is three (3) or more years, but less than five (5) years;
4. six (6) weeks written notice where his period of employment is five (5) years, but less than ten (10) years;
5. eight (8) weeks written notice where his period of employment is ten (10) years or more.

17.03

1. Full-time employees, terminated due to the closing of a warehouse or department shall, if they have been employed one (1) year or more, be paid one (1) week's severance pay at the regular rate for each consecutive year of service up to a maximum of twenty-six (26) weeks (effective March 29, 1992, thirty-six (36) weeks). In such cases the provisions of 17.02 above, shall not apply, as long as the minimum notice required has been satisfied,
2. A full-time employee who loses his job due to partial or complete closure will have the option of taking severance pay or taking a job in another of the Company's warehouses with no loss in his rate of pay.
3. If an employee decides to transfer to another warehouse, as a result of the above, he will have his seniority for the purposes of job security held in abeyance for one (1) year in the plant to which he transfers, and after one (1) year will be awarded all his past seniority.

ARTICLE 18 UNION REPRESENTATIVE'S VISITS

18.01

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding union matters during regular working hours. The interview of such employee by the Union Representative or Executive Officer shall be carried on in a place provided for and designated by the Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time.

19.01

A full-time employee who has been in the employ of the Company for twelve (12) consecutive months may request a leave of absence for personal reasons. Such request shall be in writing to the Branch Manager, a minimum of four (4) weeks prior to the commencement of the requested leave and shall detail the reason for the leave. Management shall respond promptly to such request. An employee on such approved leave shall have his seniority maintained.

19.02

The Company agrees to grant necessary time off, without pay and without discrimination, to not more than one (1) employee designated by the Union, in writing, for a maximum of six (6) months or longer period as may be mutually agreeable to attend a Labour Convention, or to serve in any capacity on any other official Union business, provided that notification is given the Company in sufficient time to secure a relief person for the job involved.

19.03

If an employee is elected or appointed as an official delegate to attend a labour convention of less than one (1) week duration he shall, on giving at least five (5) days notice, be granted a leave of absence without pay. The number of delegates at any one (1) time shall be limited to four (4) provided it will not interfere with the efficient operation of the business.

19.04

An employee who is pregnant shall be granted a maternity leave of absence by the Company: said employee shall be re-employed by the Company after the birth, providing she returns to work within eighteen (18) weeks. The employee shall notify the Company, in writing, at least fourteen (14) days prior to the day on which she intends to resume her employment. An employee may return to work prior to eighteen (18) weeks after the birth, providing the above requirements are complied with and the employee is physically able to resume her employment. Seniority and benefits will not accumulate or be paid during maternity leave, but seniority and benefits accumulated prior to said leave shall be retained. Where an employee is unable, for bona fide medical reasons, to return to her employment after expiration of the maternity leave and provides the Company with a doctor's certificate indicating she is not able to return to her employment at that time, the Company shall grant to her any further period of leave not exceeding six (6) weeks that is requested by her.

19.9

Upon completion of two (2) years of service, an employee shall be entitled to one (1) year's leave of absence, without pay, but with the maintenance of seniority rights, for the purpose of educational upgrading or training. An employee granted leave under this Section may be required to remain in the service of the Company for one (1) year after the completion of the leave of absence. The number of employees entitled to leave of absence may be limited to one (1) at any one (1) time.

ARTICLE 20 BEREAVEMENT LEAVE

20.01

An employee will be granted time off from work, with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death in the immediate family. The length of such leave shall be determined by the Company provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren or grandparent. Employees required to attend funerals as active pallbearers shall be granted necessary leave of absence to a maximum of one (1) day, with pay.

ARTICLE 21 SAFETY AND HEALTH

21.01

The Company shall make provisions for the safety and health of it's employees during work hours. The Union may, from time to time, bring to the attention of the Company, recommendations for improvements in conditions of work and such recommendations shall be subject to discussion between the Company and the Union.

21.02

The Company shall supply rubber boots, gloves and aprons without cost to the employees handling wet merchandise. The above stated apparel shall, at all times, remain the property of the Company and shall be properly taken care of by the employees.

21.03

At no time shall there be less than two (2) employees working in the warehouse on the night shift.

21.04

The Company agrees to the provisions of Article 19 of the Occupational Health and Safety Act (1977) and subsequent amendments.

ARTICLE 22 DRIVERS

22.01

The Company shall pay the cost of the renewal of drivers' licenses (Class 1(a), 2(a), 3(a) or Class 5) for any employee engaged as full-time Truck Driver. The Company shall pay the cost of a Class 1(a), 2(a), 3(a) or Class 5 license for any employee engaged as a Relief Truck Driver.

ARTICLE 23 NOTICE BOARDS

23.01

The Company agrees to furnish and install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.

23.02

The Company agrees to display the Union decal.

ARTICLE 24 EMPLOYEE BENEFITS

24.01

Jury and Witness Pay:

Regular full-time employees summoned to jury duty or subpoenaed as a witness by the Crown in a Court of Law or any employee acting as a witness on behalf of the Company shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty or as a witness for the rest of that day or days and fails to report back to work, or if the jury or witness duty occurs on the employee's scheduled day off.

24.02

Compensation:

If an employee is injured or contracts an industrial disease and is awarded Workers' Compensation benefits, the Company shall pay to the employee the difference between such payments and his regular rate of pay for a period not to exceed four (4) weeks.

Sick Leave:

1. Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment for up to a maximum of thirty (30) days credit. Credits shall accumulate only on full-time employment, following the completion of a thirteen (13) week full-time employment eligibility period.
2. The Company may require the employee to provide a doctor's certificate verifying any absence due to disability.
3. The Company shall apply any accumulated sick leave to absence due to sickness not covered by insured Weekly Indemnity benefits and may supplement Weekly Indemnity benefits with unused sick leave credits in an amount equal to, but not to exceed the employee's normal earnings.
4. In order to qualify for sick pay, employees must notify their immediate supervisor or the highest ranking employee available prior to starting time or as soon as possible on the first day of absence. Said employee shall also inform the Company as indicated above of the estimated length of illness and when ready to return to work.
5. A full-time employee whose status changes to part-time shall retain his accumulated sick days for a twelve (12) consecutive month period. Such sick days shall only be applied to sickness absences as a full-time employee.

3

The Company shall make available its Group Insurance Plan to eligible employees providing benefits as set out in the booklet "Group Insurance Benefits for You and Your Dependents, Canada Safeway Limited, Canadian Plan".

The above-mentioned plan will be provided to eligible employees at no cost to the employee. The Weekly Indemnity plan will provide benefits of seventy (70%) percent of an employee's weekly income with no maximum benefit level after the third day of illness or from the first day of absence in the event an employee is hospitalized.

Providing an employee is entitled to weekly indemnity benefits and a claim has been properly completed and filed with the Company, in cases where the employee does not receive weekly indemnity payment within three (3) weeks of receipt of the claim, upon request of the employee, an advance payment in an amount equal to the weekly indemnity payment will be paid to the employee. In such cases, the employee agrees to reimburse the Company when the weekly indemnity payment is received.

24.05

Long-Term Disability

The Company will establish a Long-Term Disability Plan to provide full-time employees a monthly income benefit equal to sixty (60%) percent of the employee's base weekly earnings as of the date of disability, subject to the maximum monthly income benefit of one thousand five hundred (\$1,500) dollars effective March 29, 1992 for any new claims, less income payable to the employee from any other source on account of the same disability.

24.06

The benefit is payable to those employees regarded as totally disabled according to the Long-Term Disability insurance contract and covers total disabilities that commence after the above effective date.

The monthly income benefit is payable when a disabled employee has exhausted his weekly indemnity plan and the benefit payable (if any) from unemployment insurance, and ceases on the earliest of death, attainment of an age that an employee qualifies for an unreduced pension benefit, or when the employee is no longer totally disabled according to the insurance contract.

The premium cost of the Plan will be paid by the Company.

24.07

Employees, if found abusing the privilege, shall be disciplined by the Company. In such cases, the Company may discontinue or reduce the benefit of the employee, or terminate the employee.

ARTICLE 25 RETAIL, WHOLESALE AND DEPARTMENT STORE UNION DENTAL PLAN

25.01

The terms and conditions of this Plan shall be as set out as per Appendix "C".

ARTICLE 26 SASKATCHEWAN RETAIL, WHOLESALE AND DEPARTMENT STORE UNION PENSION PLAN

26.01

The terms will be as set out in Appendix "D" and Appendix "E" of this collective agreement.

ARTICLE 27 SASKATCHEWAN R.W.D.S.U. EDUCATION AND TRAINING FUND

27.01

The Company shall contribute three (3¢) cents per hour to the Saskatchewan R.W.D.S.U. Education and Training Trust Fund for the purpose of subsidizing training or educational upgrading (for job related purposes) of employees.

The hours for which the Company will contribute said amount will be the same as contributed for the Dental Plan and shall be remitted to the Union in the same manner.

ARTICLE 28 ADJUSTMENT OF GRIEVANCES

28.01

1. It is hereby agreed that during the life of this Agreement, there shall be no strike, slowdown or work stoppages on the part of the Union, nor shall there be a lockout on the part of the Company.
2. The Union agrees not to call a meeting of its members who are employees of the Company during any hours which will interfere with the normal operations of the Company.

28.02

Any complaint, disagreement or difference of opinion, between the Company, the Union or the employees covered by the Agreement, which concerns the interpretation or application of the terms and provisions of this contract shall be considered as a grievance. It is understood that the foregoing will not limit an employee's right under the Saskatchewan Trade Union Act to present a grievance.

28.03

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within two (2) weeks (fourteen (14) days) or in the case of dismissals within one (1) week (seven (7) days) following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

28.04

All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.

28.05

The procedure for adjustment of disputes and grievances shall be as follows:

1. By discussion between the Shop Steward or the Union Representative, with or without the aggrieved employee present or absent at their option, and the employee's immediate non-bargaining unit superior. The Company Representative shall make a decision on the matter within five (5) working days and if agreement is not reached, then:
2. The employee shall report this complaint to a Union Representative who will take the matter up with the Company's Branch Manager or the Human Resources Department. If a settlement cannot be reached, then;
3. The grievance will be referred to the Company's Industrial Relations Branch Office. If a satisfactory settlement cannot be reached, then upon request of either party, the matter shall be referred to a Board of Arbitration in accordance with Article 29.

28.06

All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee or employee's representative shall suffer any loss of pay.

28.07

The Shop Steward, or in his absence another employee in the bargaining unit chosen by the employee concerned, shall be present when a member of the bargaining unit:

1. is given a reprimand that is to be entered on the employee's personnel file:
2. is suspended or discharged.

ARTICLE 29 BOARD OF ARBITRATION

29.01

Any dispute or grievance presented under Article 28 of this Agreement that cannot be settled by the Representatives of the Company and the Union shall be submitted to a Board of Arbitration at the request of either party. Such request for Arbitration shall be made by one (1) party to the other, in writing, within fifteen (15) working days, but not thereafter, of receiving the final written decision of the other, referred to in Article 28.05 (3). The request for arbitration shall be accompanied by the nomination of the party's representative to the Board of Arbitration. Within one (1) week after receipt of such request, the other party shall nominate their representative to the Board of Arbitration.

29.02 A single Arbitrator may be used in cases where both the Company and the Union mutually agree.

29.03 The nominees and the Chairman as selected hereinafter or the Chairman alone as referred to in 29.02 shall constitute the Board of Arbitration.

29.04 At the end of each month all cases which have been referred to Arbitration during that month will be listed chronologically according to the date of the grievance and the Chairman will be allotted in each case in sequence from the following panel of individuals: DAN ISH and BOB PELTON, commencing with the name following the name of the last Chairman allocated and commencing again at the beginning of the panel after coming to the end of the panel. For the purpose of such allocation, a case which has been withdrawn from arbitration shall be deemed not to have been withdrawn from arbitration. If, in any case, the Chairman allotted is unable or unwilling to act as Chairman, the individual whose name follows his in the panel shall be submitted as the Chairman. If the individuals named to the panel are unavailable to act on a matter which has been referred to arbitration either party may request an appointment for the Chairman to the Board of Arbitration from the Chairperson of the Saskatchewan Labour Relations Board.

29.05 No person shall serve on the Board of Arbitration if he is involved directly in the labour controversy under local consideration.

29.06 Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify the nature of the grievance.

29.07 When the Board of Arbitration has been formed in accordance with this Article it shall meet and hear evidence of both sides and render a decision within sixty (60) days after it has completed its hearing and investigation.



29.08

The Board of Arbitration, in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.

29.09

It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.

29.10

It is agreed that the expenses of the Chairman of the Board of Arbitration shall be borne equally by the Company and the Union. The fees and expenses of the Union Nominee will be borne by the Union, and the fees and expenses of the Company Nominee will be borne by the Company.

ARTICLE 30 DURATION OF AGREEMENT

30.01

This Agreement shall be effective from July 7, 1991 and shall remain in force until July 2, 1994, and thereafter from year to year, but either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of the said Agreement give notice in writing to the other party to terminate the said Agreement or to negotiate a revision thereof.

DATED THIS 19th DAY OF SEPTEMBER, 1992.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE COMPANY:

Terry Basedon
Harry J. Cooper
Brian Daughey
[Signature]
[Signature]

[Signature]
Louis Hogan
W.H. Forney

APPENDIX "A"

A-1

The basic work week for regular full-time employees shall be as follows :

A-1.01

Office Employees:

Thirty-nine (39) hours, consisting of four (4) shifts of eight (8) and one (1) shift of seven (7) hours, Monday to Friday or Tuesday to Saturday.

A-1.02

Order Desk and Warehouse Employees
(Including Truck Drivers, Janitor and Receiving Clerk)

Thirty-nine (39) hours, consisting of four (4) shifts of eight (8) hours and one (1) shift of seven (7) hours, Monday to Friday or Tuesday to Saturday inclusive.

A-1.03

With respect to A-1.01 and A-1.02, it is agreed that the seven (7) hour shift will occur on Friday for employees scheduled Monday to Friday and on Saturday for employees scheduled Tuesday to Saturday. The one (1) hour reduction will take place at the end of the employee's normally scheduled shift.

A-2

Full-time employees shall have preference to select a Monday to Friday or Tuesday to Saturday shift or preference to select a day shift of work, afternoon shift of work, or a night shift of work on the basis of their full-time seniority. If the exercising of preference in this provision hampers the efficiency of operations, a meeting shall be called by Management with the Shop Steward and a mutually acceptable resolve shall be concluded.

A-3

Lunch periods shall not exceed one and one-quarter (1 1/4) hours, The Company shall post a weekly schedule of hours by Thursday, 5:00 p.m. showing employees' regular starting and quitting times and lunch periods.

A-3.01

There shall be no scheduling of split shifts,

APPENDIX "B"

The minimum hourly rates for all employees coming under this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>MARCH 29, 1992</u>	<u>JULY 5, 1992</u>	<u>JULY 4, 1993</u>
<u>WAREHOUSEPERSON & PACKERS</u>			
0 - 3 months (0-507 hours)	\$ 9.36	\$ 9.36	\$ 9.36
3 - 6 months (508-1014 hours)	11.43	11.63	11.78
6 - 9 months (1015-1521 hours)	13.55	13.95	14.25
Thereafter	16.02	16.62	17.07
<u>TRUCKDRIVER</u>			
0 - 3 months (0-507 hours)	13.07	13.07	13.07
Thereafter	16.32	16.92	17.37
<u>SEMI-DRIVER</u>			
0 - 3 months (0-507 hours)	13.32	13.32	13.32
Thereafter	16.62	17.22	17.67

Semi-Drivers required to pull more than five (5) axles will be paid a premium of fifty (50¢) cents per hour in addition to their regular hourly rate of pay for the entire shift - out of town only.

	<u>MARCH 29, 1992</u>	<u>JULY 5, 1992</u>	<u>JULY 4, 1993</u>
<u>TRUCK DISPATCHER</u>	\$16.87	\$17.47	\$17.92
<u>FORKLIFT OPERATOR, CHECKERS, PACKING ROOM HEAD</u>			
0 - 3 months (0-507 hours)	13.04	13.04	13.04
Thereafter	16.27	16.87	17.32
<u>BANANA ROOM OPERATOR CHEESE ROOM OPERATOR</u>	16.27	16.87	17.32
<u>SHIPPER, RECEIVER, NIGHT SHIPPER</u>	16.52	17.12	17.57
<u>HEAD FREEZERMEN</u>	16.52	17.12	17.57
<u>MAINTENANCE MECHANIC</u>			
0 - 3 months (0-507 hours)	11.57	11.57	11.57
3 - 6 months (508-1014 hours)	13.17	13.37	13.52
6 - 9 months (1015-1521 hours)	14.80	15.20	15.50
Thereafter	16.81	17.41	17.86

	<u>MARCH 29, 1992</u>	<u>JULY 5, 1992</u>	<u>JULY 4, 1993</u>
<u>ORDER DESK</u>			
0 - 6 months (0-1014 hours)	\$11.08	\$11.08	\$11.08
6 - 12 months (1015-1521 hours)	13.58	13.88	14.10
Thereafter	16.52	17.12	17.57
<u>HEAD ORDER DESK</u>	16.77	17.37	17.82
 <u>JANITOR</u>			
0 - 3 months (0-487 hours)	8.92	8.92	8.92
3 - 6 months (488-975 hours)	9.36	9.51	9.62
6 - 9 months (976-1462 hours)	9.92	10.22	10.44
9 - 12 months (1463-1950 hours)	10.63	11.08	11.41
Over 12 months (Over 1950 hours)	14.94	15.54	15.99
 <u> EI</u>			
0 - 6 months (0-085 hours)	11.05	11.05	11.05
6 - 12 months (976-1950 hours)	13.31	13.61	13.84
Over 12 months (Over 1950 hours)	15.96	16.56	17.01

	<u>MARCH 29, 1992</u>	<u>JULY 5, 1992</u>	<u>JULY 4, 1993</u>
OFFICE CLERKS, TYPISTS			
<u>0 - 3 months (0-487 hours)</u>	\$ 8.48	\$ 8.48	\$ 8.48
3 - 6 months (488-975 hours)	10.01	10.16	10.27
6 - 9 months (976-1462 hours)	11.52	11.82	12.04
9 - 12 months (1463-1950 hours)	13.06	13.51	13.85
Over 12 months (Over 1950 hours)	14.96	15.56	16.01
 BILLING CLERKS			
<u>0 - 3 months (0-487 hours)</u>	8.48	8.48	8.48
3 - 6 months (488-975 hours)	10.01	10.16	10.27
6 - 9 months (976-1462 hours)	11.52	11.82	12.04
9 - 12 months (1463-1950 hours)	13.06	13.51	13.84
Over 12 months (Over 1950 hours)	15.46	16.06	16.51

MARCH 29,
1992

JULY 5,
1992

JULY 4,
1993

ACCOUNTS PAYABLE CLERK,
DATA INPUT OPERATOR,
BUYER'S SECRETARY,
CASH CONTROL CLERK,
DIRECT INVOICE CLERK

0 - 6 months (0-975 hours)	\$10.68	\$10.68	\$10.68
6 - 12 months (976-1950 hours)	12.91	13.21	13.43
Over 12 months (over 1950 hours)	15.52	16.12	16.57

PRICE REPORTER

0 - 6 months (0-975 hours)	10.40	10.40	10.40
6 - 12 months (976-1950 hours)	12.68	12.98	13.21
Over 12 months (over 1950 hours)	15.34	15.94	16.39

GENERAL WAGE INCREASE:

65¢/hour effective March 29, 1992;
60¢/hour effective July 5, 1992;
45¢/hour effective July 4, 1993.

OFF-SCALED EMPLOYEES:

Employees who are placed on an "off-scale" rate in their classification as a result of the new General Wage Increases will remain on an "off scale" rate until they work sufficient hours to move to the next higher rate in their classification.

RETROACTIVE PAY:

All employees shall receive the general wage increase of 65¢/hour retroactive to July 7, 1991 for all hours worked or paid up to the date the general wage increase is implemented. This does not apply to those employees on the re-employment list on March 20, 1992.

APPENDIX "C"

**SASKATCHEWAN RETAIL, WHOLESALE AND DEPARTMENT STORE
EMPLOYEES DENTAL BENEFIT TRUST FUND**

The Company agrees to make a direct contribution to the "Saskatchewan Retail, Wholesale and Department Store Employees Dental Benefit Trust Fund" of nineteen (19¢) cents per hour effective December 29, 1991 (twenty (20¢) cents per hour effective July 12, 1992; twenty-one (21¢) cents per hour effective July 11, 1993) for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees vacation as set out in Articles 14.02, 14.03, 14.04, 14.05, 14.06 and paid holidays for all employees in the bargaining unit to the maximum of the basic work week, reference Appendix "A". Such contributions shall not exceed thirty-nine (39) hours times the contribution level in effect, per week for any one (1) employee.

Such contribution will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

It is agreed that in the event the Government of Canada or the Province of Saskatchewan provides a non-contributory dental care plan with similar benefits, the Company's obligations to continue contributions to the Saskatchewan, Retail, Wholesale and Department Store Employees Dental Trust Fund shall cease. It is further understood, should a government plan be introduced which duplicates some, but not all of the benefits of the Saskatchewan, Retail, Wholesale and Department Store Employees Dental Trust Fund, these benefits shall be deleted from the Saskatchewan, Retail, Wholesale and Department Store Employees Dental Trust Fund and the Company's contribution in respect to the cost of these benefits as determined by the Administrator shall cease.

All details of the benefit are determined by the Trustees of the Fund in accordance with the provisions of the "Agreement and Declaration of Trust" between the contracting parties.

APPENDIX "D"

LETTERS OF UNDERSTANDING

BETWEEN : **MACDONALDS CONSOLIDATED LIMITED**

AND : SASKATCHEWAN JOINT BOARD, RETAIL,
 WHOLESALE AND DEPARTMENT STORE UNION

LETTER #1

SASKATCHEWAN **RETAIL, WHOLESALE AND DEPARTMENT STORE UNION PENSION FUND**

The Company agrees to participate in the Saskatchewan Retail, Wholesale and Department Store Union Trust Fund (hereinafter called "the Fund") and the Saskatchewan Retail, Wholesale and Department Store Union Pension Plan (hereinafter called "the Plan") in accordance with the following conditions:

- 1) The number of Trustees representing the participating employers and the Union locals of Saskatchewan Joint Board shall be in accordance with the provisions of the "Declaration of Trust" for the Fund.

- 2) The financial liability of the Company shall, in no event, exceed the obligation to make contributions as set forth in this agreement for the two (2) year period immediately following January 5, 1981 and subsequently in the applicable collective agreements.

- 3) Any member of the Union who is currently a member of the Canada Safeway Limited Employee Retirement Plan shall cease making contributions to the Plan effective January 3, 1981 and those employees shall be considered as having withdrawn from the Canada Safeway Plan as set forth in Article II, Section 3 of the Plan entitled, "Withdrawal from Plan".

- 4) The goals and intentions of the Company and the Union shall be to assure that:

1. if an employee of the Company ceases to be a member of the Company's pension plan, in order to accept a position which is within the bargaining unit as defined in the collective? agreement between the Company and the Union, the qualifying service which has accrued under the Company's pension plan shall be included in determining the employee's vesting rights under the Plan.
2. if an employee of the Company ceases to be a member of the Plan, in order to accept a position with the Company which is outside the bargaining unit, the qualifying service which has accrued under the Plan for service while employed by the Company shall be included in determining the employee's vesting rights under the Company's Pension Plan.

5)

The maximum pension benefit level under the Plan for the two (2) year period immediately following January 5, 1981 shall be \$21.00 per month for each year of credited service.

6)

The maximum pension benefit level under the Plan for service prior to January 5, 1981 for employees of the Company shall be \$21.00 per month for each year of credited service with the Company prior to January 5, 1981 to a maximum of twenty (20) such years of credited service.

It is understood that the Company shall cease contributions for past service benefits at such time as the past service liability is paid. Such contribution shall be retained by the Company after the past service liability is paid.

7)✓

Effective December 29, 1991, the Company's contribution to the Fund for the maximum pension benefit level for credited service stated in paragraph 5) shall be forty-seven (47¢) cents per hour for all regular hours paid, sick pay (not including Weekly Indemnity), full-time vacation as set out in Articles 14.02, 14.03, 14.04, 14.05, 14.06 and paid holidays for all employees in the bargaining unit to the maximum of the basic work week (reference Appendix "A").

8)

The cost for the Past Service Pension, provided under paragraph 6) above, for the Company's employees who are members of the Union bargaining units on January 5, 1981, shall be actuarially determined as at January 5, 1981 and at intervals of not more than three (3) years thereafter and shall be paid by the Company to the Fund on the basis of cents per paid or worked hours as specified in paragraph 7) above during a fifteen (15) year amortization period following January 5, 1981. During the first year of participation in the Plan, the Company will contribute on the basis of seven (7¢) cents per hour. After the first year and after each interval of not more than three (3) years thereafter, the Company's contribution will be adjusted to the actuarially determined amount.

9)

The assets of the Fund may be co-mingled for investment purposes.

10)

New employer groups will be admitted as participating employers in the Fund subject to the following conditions:

1. they have a collective agreement with the Unions and
2. the contribution and benefit levels on which participation is based is judged to be actuarially sound by the Actuary retained by the Board of Trustees; and
3. participation is approved by the Board of Trustees.

11)

The provisions and the funding of the Plan shall at all times comply with all laws, statutes and regulations, both Federal and Provincial, and the Company and the Union shall endeavour to ensure that the contributing employers' contributions shall qualify as a deductible expense under any applicable income tax legislation.

The Company and the Union shall endeavour to ensure that in the event that a participating employer is engaged in an industrial operation other than or in addition to retailing, wholesale or warehousing, whether such operation is carried on under the participating employers' Company name or under the name of an associated or related company, if the number of employees engaged in such operation exceeds ten (10%) percent of the participating employer's total number of employees, the employees engaged in such operation shall be entitled to benefits for both current and past service in such amounts as the contributing employer's contributions and the Fund assets applicable to them will provide, up to the maximum benefit established for the Plan. The cost for such benefits shall be actuarially determined separately from the costs for the employees engaged in the participating employer's retailing operations.

13)

The Union agrees that there will be no demands on the Company for any amendments with regard to pension and other matters covered by these Letters of Understanding prior to June 1, 1982 to become effective within two (2) year period immediately following January 1, 1981.

14)

Upon execution of these Letters of Understanding by the Company and the Union, the Company agrees to sign a Participation Agreement with the Trustees of the Fund.

15)

All details of the Plan to be established including, but not limited to, matters of eligibility, coverage and benefits shall be determined by the Trustees of the Fund in accordance with the provisions of the "Declaration of Trust" between the parties.

VACATION SCHEDULING

1)

Employees, on the basis of seniority, shall select their vacation time subject to the following. Each request shall be decided on the basis of whether or not it is practical with consideration given to provide for the efficient operation of the warehouse.

2)

The vacation schedule shall be posted by December 1st for the following year. An employee shall select his two (2) week prime time entitlement for the period May 1st to September 30th by January 15th. The remainder of an employee's entitlement shall be selected by February 15th and the list shall be finalized and posted by February 28th.

Provided there is a vacant place in the vacation schedule, after all selections have been made by all employees, based on seniority, an employee with three (3) or more weeks of vacation may receive more than two (2) weeks in the prime vacation period.

An employee who does not select his two (2) week prime time entitlement shall select his entire vacation entitlement, on the basis of seniority, outside of the prime time period by February 15th.

3)

An employee who does not select his two (2) week prime time entitlement, or, some or all of his additional weeks entitlement by February 15th shall lose his rights to preference and can have his vacation entitlement scheduled by management.

4)

Employees are entitled to receive two (2) weeks of vacation during the period of May 1st to September 30th.

5)

An employee may select all of his vacation entitlement consecutively, or, the remaining weeks of his vacation entitlement consecutively if he selects two (2) weeks in prime time, provided he takes them outside the period May 1st to September 30th.

Once a vacation schedule has been agreed upon, then there shall be no change, except by mutual agreement between the employee and the Company. It is understood that in the case of emergencies, and replacement help is not available, making the vacation schedule inoperative, the fairest alternative procedure shall be adopted.

7)

The Union reserves the right to discuss an employee's vacation schedule, which in the opinion of the Union, has not been granted on a fair basis with consideration given to the practicalness and providing for the efficient operation of the warehouse. Should local management not agree with the Union's position, then the Union may discuss the matter with the Company's Industrial Relations Department or the person designated to handle labour relations matters.

LETTER #3

ADDITIONAL VACATION POSITIONS

The Company agrees that additional employees will be granted time off for vacation purposes on the vacation schedule. In order to allow for the additional vacation positions, the parties agree the Company may hire persons to work during the period June 15th to the end of the Labour Day week in September, inclusive, for vacation relief purposes. The Union Committee and Branch Management will meet and conclude prior to December 1st how many additional positions will be granted for the vacation schedule and how many relief persons will be hired. It is agreed that new employees hired for and who work during the period of June 15th to the end of the Labour Day week in September, inclusive, for vacation relief will be on probation.

RELIEF DRIVERS

There may be no more than three (3) relief truck drivers, and three (3) relief semi truck drivers in the bargaining unit.

The employee relieving as a truck driver or semi driver will be paid the higher rate for the full shift.

LETTER #5

RE: ARTICLE 17.03 (1) -
CE PAY ON A DECISION TO THE WAREHOUSE

During the term of this agreement, July 7, 1991 to July 2, 1994, the Company agrees to improve severance pay as follows: Full-time employees shall receive two (2) weeks' severance pay for each year of service to a maximum of thirty-six (36) weeks. The Saskatoon and Prince Albert employees who have transferred to Regina and have been laid off on March 27, 1992 and who choose to sever their employment relation with the Company shall receive their severance pay no later than May 30, 1992. Those persons on the re-employment list as of this date, March 20, 1992, will not qualify for this improvement. It is understood between the parties that this letter will cease and have no force or effect following July 2, 1994.

SIGNED THIS 19th DAY OF SEPTEMBER, 1992.

ON BEHALF OF THE UNION:

Terry Baines
Terry J. Cooper
Brian Douglas
[Signature]
[Signature]

ON BEHALF OF THE COMPANY:

Louis Logan
W.H. Fenwick

5)

Any funds available after giving effect to 4) above will be available for improvements in the Plan as approved by the Trustees.

6)

As a result of this Agreement, the Letter of Understanding re Pension in the Collective Agreement shall not be a matter of any labour negotiations during the term of this Agreement.

SIGNED THIS 19th DAY OF SEPTEMBER, 1992.

ON BEHALF OF THE UNION:

ON BEHALF OF THE COMPANY:

Terry Baseden
Nancy G. Cooper
Brian Haughey
[Signature]
[Signature]

Louis Hogan
W.D. Farney

APPENDIX "F"

It is agreed that the Company shall supply every new employee with *the* following Form "A" as of the date the new employee commences employment:

FORM "A" TO:

NEW EMPLOYEE:

NAME: _____

ADDRESS: _____

This is to advise you that the following terms and requirements are set out in a collective bargaining agreement between the Company and the Union:

1)

ARTICLE 5 - UNION SECURITY

"Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment."

2)

ARTICLE 6 - DUES CHECKOFF

"Upon request in writing of any employee and upon request of the Union, the Company shall deduct the union dues and initiation fees out of the wages due to each employee and shall remit same to the person designated by the Union on or before the 20th day of each month."

The Union is being notified that you have received this letter and will expect you to make the necessary application for membership in accordance with the requirements of the Agreement.

You can make application for membership at the Union office, 1233 Winnipeg St., Regina, Saskatchewan, or #2 - 210 - 3311A Fairlight Drive, Saskatoon, Saskatchewan, or by contacting the Union Steward at your place of employment.

Per : _____

APPENDIX "F"

It is agreed that the Company shall supply the Union with the following completed Form "B" as of the date' every new employee commences employment :

FORM "B" TO:

Retail, Wholesale and Department Store Union
1233 Winnipeg Street
Regina, Saskatchewan
S4R 1K1

OR TO:

#2 - 210 - 3311A Fairlight Drive
Saskatoon, Saskatchewan
S7M 3Y5

This is to advise you that we have today, informed the new employee hired, whose name appears below, of the obligations set out in Articles 5 and 6 of the collective bargaining agreement.

NAME OF EMPLOYEE: _____

ADDRESS: _____

TELEPHONE # _____ EMPLOYMENT STARTED : _____

FULL OR PART-TIME : _____ WAGE RATE : _____

JOB CLASSIFICATION _____ WAREHOUSE EMPLOYED: _____

PAST EXPERIENCE IN A FOOD WAREHOUSE COVERED BY A UNION AGREEMENT:

COMPANY: _____

YEARS OR MONIES OF EXPERIENCE: _____

PER: _____

COMPANY : _____

APPENDIX "G"

BETWEEN: CANADA SAFEWAY LIMITED,
WINNIPEG DIVISION

AND : SASKATCHEWAN JOINT BOARD,
RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION

WHEREAS: Canada Safeway Limited, Winnipeg Division, operates retail food stores throughout the Province of Saskatchewan, and, warehouse and wholesale operations under the wholly owned subsidiary of Macdonalds Consolidated.

A number of positions in the Regina District have responsibility for both Canada Safeway Limited and Macdonalds Consolidated.

These positions, as set out below, are deemed to be excluded from all collective agreements entered into by the parties:

District Manager
District Manager's Secretary
Office Services Section Supervisor
Pharmacy Co-ordinator
General Ledger Supervisor
Meat Merchandiser
Buying Merchandiser
Pricing Section Co-ordinator
Security Co-ordinator
Store Stocking Supervisor
Distribution Centre Manager



March 30, 1992

Mr. C. Banting,
Saskatchewan Joint Board,
Retail, Wholesale and Department
Store Union
1233 Winnipeg Street
Regina" Saskatchewan
S4R 1K1

Dear Mr. Banting:

Re: Macdonalds Consolidated Collective Agreement, Regina -
Saskatchewan Retail, Wholesale and Department Store Union Pension Plan

Any increase in pension contribution levels negotiated during the term of this collective agreement, July 7, 1991 to July 2, 1994, in the Canadian Commercial Workers Industry Pension Plan shall apply to the Retail, Wholesale and Department Store Union Pension Plan described in Appendix "D". Any increase shall apply on the same dates and in the same amounts as agreed for the Canadian Commercial Workers Industry Pension Plan.

Yours truly,

L. Hogan,
Manager
INDUSTRIAL RELATIONS

LH/JB

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