

SOURCE	Union		
EFF.	89	1001	
TERM.	23	05	15
No. OF EMPLOYEES	4200		
NOMBRE D'EMPLOYES	li		

Expiry Date: May 15th, 1993

AGREEMENT

BETWEEN:

CANADA SAFEWAY LIMITED, a body corporate carrying on business in the City of Winnipeg area and the Town of Selkirk, in the Province of Manitoba, hereinafter referred to as the "Company"

AND

MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and promote efficiency and improved operations,

NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

SECTION 1 NATURE OF THE BARGAINING UNIT

1.01 The Company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees, whether full-time or part-time, coming under the provisions of this Agreement, employed in the stores owned and/or operated by the Company in the City of Winnipeg area and the Town of Selkirk, save and except one Store Manager per store, one First Assistant Store Manager per store, one Pharmacy Manager per store, Graduate and Undergraduate Pharmacists, one Meat Manager per store and one Bakery Manager per store subject to Section 1.02.

1.02 In respect to Meat Managers and Bakery Managers, it is agreed by the parties to this Agreement that, effective April 28th, 1980, any employee who is appointed to either of those classifications shall become and remain a member of the Union as set forth in Sections 2 and 3 of the Collective Agreement.

BOH.

11 *

11 10 5 12

could 31/07/90 CR

0432603

1.03 In respect to those Meat Managers and Bakery Managers mentioned in Section 1.02 above, it is agreed between the Company and the Union that the Company shall retain the sole right and function in respect to transfers, promotions and demotions and the Union agrees that transfers, promotions and demotions in respect to Meat Managers or Bakery Managers hired or promoted into those positions following April 28th, 1980, shall not be the subject of any arbitration, as provided for in Section 29 of the Collective Agreement.

In respect to Produce Managers, Second Assistant Managers, Deli and Fish Managers, appointed after June 29th, 1987, it is agreed between the Company and the Union that the Company shall retain the sole right and function in respect to transfers, promotions and demotions, and the Union agrees that transfers, promotions and demotions in respect to Produce Managers, Second Assistant Managers, Deli and Fish Managers, hired or promoted into those positions after June 29th, 1987, ratification shall not be the subject of any arbitration, as provided for in Section 29 of the Collective Agreement.

1.04 In the event the Company creates new departments in the stores, the Department Managers will be included in the bargaining unit and covered in every respect by all the sections of this Collective Bargaining Agreement.

Upon the appointment of a Department Manager for a new department, the Union and the Company shall meet forthwith to negotiate a rate of pay and if an agreement cannot be reached, at the request of either party the matter shall be arbitrated, utilizing the arbitration provisions of this Agreement.

1.05 It is agreed that where Jointly-trusted benefits exist between the Company and the Union, contributions will be made only on behalf of those who are members of the Union and those who become members of the Union.

1.06 Employees not assigned hours of work by a store, as set out in Sub-section 5.09, or who work in more than one (1) store in any one (1) week, will be assigned hours of work by Division Management. The Company will assign as few employees in this manner as is necessary to operate efficiently.

1.07 Interpretation: In this Agreement, the use of masculine terms shall also include the feminine and vice versa.



1/2

SECTION 2 UNION SHOP

2.01 The Company agrees to retain in its employ within the bargaining unit, as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) calendar days.

2.02 The Company agrees to provide each new employee and rehired employee, at the time of employment, with a form letter outlining to the employee his responsibility in regard to payment of union dues and initiation fee.

2.03 The Company agrees to forward Exhibit One (Postcard) duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Company.

2.04 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

2.05 The Union shall be provided with the following information once a month:

- (1) a list containing the names of employees who have terminated their employment during the previous month;
- (2) a list of new appointments to full-time positions and their classifications and store numbers;
- (3) a list of full-time employees reduced to part-time.

SECTION 3 DEDUCTION OF UNION DUES

1/2

The Company agrees to deduct from the wages of the employee such union dues and initiation fee as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the union dues automatically from the wages of new or rehired employees' first paycheque(s). Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days

RE
OH

following the end of the Company's four (4) or five (5) weeks' accounting period and accompanied by a four weeks or monthly I.B.M. cartridge of the name, Social Insurance Number and store number of the employees for whom deductions were made and the amount of each deduction.

4/1045

SECTION 4 PROBATIONARY PERIOD

New employees shall be on probation for forty-five (45) calendar days. The Company, at their discretion, may discharge any probatlonary employee within the above time limit and said employee shall have no recourse to the Grievance and Arbitration Sections of this Agreement.

SECTION 5 HOURS OF WORK

24/3200

5.01 The normal basic work week for regular full-time employees shall be thirty-seven (37) hours per week, to be worked in five (5) shifts scheduled by management as follows:

- (1) four (4) shifts of eight (8) hours each and one (1) shift of five (5), OR
- (2) two (2) shifts of eight (8) hours each and three (3) shifts of seven (7) hours each.

5.02 With the exception of the meal period, a full-time employee's shift for the day shall be comprised of consecutive hours of work.

5.03 In a week in which one (1) General Holiday occurs, the basic work week for full-time employees shall be twenty-nine and one-half (29 1/2) hours.

5.04 In a week in which the Company observes two (2) General Holidays, the basic work week for full-time employees shall be twenty-two and one-half (22 1/2) hours.

5.05 Full-time employees will not be required to work more than two (2) nights per week, when the store is open for night shopping, unless they are willing to do so.

5.06 Full-time employees shall have a minimum of eight (8) hours off between scheduled shifts, except as provided under Sub-section 5.13 (6), or unless mutually agreeable between the Company and the employee.

BAH

5.07 Employees will not be required to work in the express checkstand for longer than four (4) hours in any one (1) day except in the case of an emergency. There will be a five (5) minute leeway to complete the order of a customer and/or the transfer of the cash register to another employee.

5.08 The Company will schedule full-time employees two (2) consecutive days off (Saturday/Sunday OR Sunday/Monday) once every four (4) weeks, except in the week of a General Holiday. The Company shall schedule full-time employees an equal number of Saturday/Sunday or Sunday/Monday combinations off (minimum of four (4) Saturday/Sunday combinations) over the year providing the employee is desirous of same. Should a full-time employee prefer to have some other days off at the time he would normally be scheduled for two (2) consecutive days off, as set out above, the employee shall advise the Company, in writing, by Thursday of the preceding week and, in such an event, the employee will forfeit his two (2) consecutive days off in that four (4) week period.

Provided the full-time employee advises the Company, in writing, at least one (1) month before the commencement of his vacation, the Company agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.

5.09 Posting Work Schedule

(1) The Company shall post a weekly full-time schedule and a weekly part-time schedule not later than Friday of each week for the following week. If the new schedule is not posted by Friday noon, then the schedule already posted shall apply for the following week. The Company has the right to call in other part-time employees, not previously scheduled to work, if required by the business.

(2) The schedule of employees working full-time may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given, or four (4) hours' additional pay, at the straight time rate, in lieu of notice.

The foregoing shall not apply to employees other than full-time. Notice to such other employees shall be given as far in advance as possible, by the Company.

(3) The Company agrees to limit the scheduling of full-time employees on Saturday after 6.30 p.m. to the minimum required to properly operate the business and where such a schedule is necessary, the schedule will be rotated among the full-time employees in the department who normally perform such work.



(4) Time Sheets

The Company shall provide either time clock or time sheets to enable employees to record their own time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods and such other recordings as may be required by the Company. Where time sheets are used, the employees will record their time in ball-point pen. Time sheets shall be in a form mutually agreed upon, A carbon copy of the completed Payroll Cheque Requisition and Time Sheet for each store will be forwarded weekly to the Union.

Any employee who for any reason fails to record all time worked in the manner required by Section 5.09 (4) shall be disciplined as follows:

1st violation: a written warning.

2nd violation: three (3) working days' suspension without pay during one (1) week. Full-time employees will only be permitted to work two (2) days during such a week.

For part-time employees, second violation to be one (1) calendar week up to a maximum of three (3) days.

3rd violation: two (2) weeks' suspension.

4th violation: termination of employment.

The suspension shall take place within thirty (30) days of the notification from the Union in writing or such longer period as may mutually be decided between the Company and the Union, unless subject to the grievance procedure.

Any such dispute shall be subject to the Grievance and Arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.



10

Meal and Rest Periods: Full-time Employees

A meal period without pay for employees working a daily shift of six (6) hours or more shall not be less than thirty (30) minutes' and not more than sixty (60) minutes' Uninterrupted duration and shall start not earlier than three (3) hours nor later than five (5) hours after commencement of the employee's shift. There shall be no exceptions to the meal period.

Times at which such meal periods are taken shall be scheduled by management.

The Company agrees to grant rest periods with pay to all employees working a five (5) or more hours' shift, one (1) rest period to be granted before and one (1) after the meal period.

Rest periods for all employees shall not begin until one (1) hour after commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with the meal period.

The Company and the Union agree rest periods shall be scheduled by the Company, and shall consist of fifteen (15) minutes' uninterrupted duration.

if an employee is required to work overtime on the completion of an eight (8) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

?\$

5.11

Meal and Rest Periods: Part-time Employees

(1) A daily shift of more than three (3) hours and up to and including five (5) hours shall have one (1) rest period with pay.

(2) A person working a daily shift of more than five (5) hours, but less than seven (7) hours, shall have one (1) rest period, with pay, and one (1) thirty (30) minute meal period, without pay.

(3) One (1) meal break of not less than thirty (30) minutes or more than sixty (60) minutes, without pay, and two (2) rest periods with pay shall be scheduled for employees who work a daily shift of seven (7) or more hours.

(4) If an employee is required to work overtime on the completion of an eight (8) hour shift, and if the Company does not schedule a meal period without pay, then the employee will be scheduled a fifteen (15) minute rest period with pay within half an hour of the end of the first shift, providing the overtime is for two (2) hours or more.

(5) The Company and the Union agree rest periods shall be scheduled by the Company, and shall consist of fifteen (15) minutes' uninterrupted duration.

5.12 Emergency Pay and Change in Work Schedule *JE*

In the event of a snow storm, a full time employee who reports late for work, but in any event within the first three (3) hours of his scheduled shift, shall receive pay for his full shift. All other employees shall be paid only for the hours worked. It is further understood that overtime rates will not apply until an employee has completed eight (8) working hours.

In the event of fire, flood, breakdown of machinery, or other instances of force majeure, the Company will endeavour to provide employment in such other of its stores not so affected,

5.13 Night Stocking

(1) In stores where night stocking is in effect, one (1) or more days per week, there will be one (1) employee appointed on night stocking crew to act as Lead Hand. A premium of fifty cents (50¢) per hour will be paid to the Lead Hand for all time so appointed, including General Holiday pay and overtime,

(2) Normal night stocking operation for full-time employees shall not exceed three (3) months over a six (6) month period. The Company agrees to notify, in writing, at least one (1) week in advance, any employee scheduled to work on normal night stocking, except in the event of an emergency. Normal night stocking shall be defined as five (5) or more night shifts per week. Under unusual circumstances and by mutual agreement between management and the employee, the time limits set forth in the above paragraphs may be changed.

(3) The Company will endeavour not to schedule Food Clerks to work the midnight shift after they have been in the employ of the Company twenty-five (25) years or more, subject to the needs of the Company to maintain an efficient work force.

(4) No employee shall be scheduled to work alone on night stocking in any store, except in case of emergency.

R.H.

(5) The Company agrees that employees working night shift will not be scheduled to commence work before Sunday midnight, except in case of emergencies.

(6) There will be a minimum of twelve (12) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

SECTION 6 OVERTIME

6.01 All time worked in excess of the normal, basic work week, as defined in Section 5, Sub-sections 5.01, 5.03, 5.04 or the regular working day scheduled by the Company, which shall not exceed the scheduled work day of the employee, as outlined in Sub-section 5.01 of this Agreement, shall be paid for at the rate of time and one-half (1 1/2) the employee's regular rate.

Part-time employees shall be paid overtime, at the rate of time and one-half (1 1/2) their regular, hourly rate, for all hours worked in excess of eight (8) hours in a shift or in excess of the normal basic work week.

It is agreed that both daily and weekly overtime shall not be paid for the same hours. Such extra hours worked shall not be included in computing the normal basic work week.

37/0
7/25-0
6.02 All time worked by regular, full-time employees on their scheduled day off, when forty-eight (48) hours' notice has not been given and no emergency exists, shall be paid for at the rate of double time of the employee's regular hourly rate for all time so employed.

37
E-0
6.03 Full-time employees working on General Holidays, designated in Section 8 of this Agreement, shall be paid the regular, hourly rate they would have received had they not worked, plus an additional double time said hourly rate for all time required to be on duty. Employees other than full-time, working on General Holidays, designated in Section 8 of this Agreement, shall be paid their regular, hourly rate they would have received had they not worked, plus additional time and one-half (1 1/2) said hourly rate for all the time required to be on duty.

6.04 All overtime must be authorized by management.

6.05 Overtime shall be by mutual consent (subject to this clause) and shall be offered to the most senior employee on the shift, in the section and thereafter in decreasing order of seniority, providing the employee has the ability and qualifications to perform the work of the required overtime. It is further understood that the efficient operation of the business may require overtime, and in this event the most Junior employees on this shift in the section, in increasing order of seniority, who have the ability and qualifications to perform the work, shall then do the required work.

6.06 For those stores that are closed for business on Sunday, any full-time employee scheduled to work on Sunday shall be paid double time his regular, hourly rate of pay for all hours worked. Any part-time employee scheduled to work on Sunday shall be paid double time his regular, hourly rate for all hours worked.

6.07 For those stores that are open for business on Sunday, the following conditions will prevail :

- 43*
100/100
- (A) all work done on Sunday will ~~be at~~ regular rates plus one dollar (\$1.00) per hour premium;
 - (B) Sunday will be considered the first day of the work week for payroll purposes;
 - (C) the Company will staff its stores on a voluntary basis. It is understood that in the event sufficient employees do not volunteer for work on Sunday, the Company will have the following options:
 - (i) either scheduling regular employees to do the work, in reverse order of seniority; or
 - (ii) hiring new employees to work on Sunday.
 - (D) It is agreed that (B) above will not stop the Company from scheduling either Saturday/Sunday or Sunday/Monday as consecutive days of rest.
 - (E) Notwithstanding (C) above, full-time employees may be Scheduled to work not more than one (1) Sunday every four (4) weeks.

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

SECTION 7 JOB SECURITY - FULL-TIME EMPLOYEES

7.01 The Company shall, for the duration of this Agreement, at all times undertake and agree to maintain a work force of not less than twenty-five per cent (25%) full-time employees of the total number of employees scheduled and actively working in any one (1) week, who are covered in the bargaining unit of this Agreement, subject to Section 7.03.

7.02 For the purpose of this section, maintaining a work force of not less than twenty-five per cent (25%) full-time employees at all times shall mean that the full-time employees must not only be scheduled but must work and be paid for thirty-seven (37) hours a week in the stores. Full-time employees who are on sick leave, leave of absence, Workers' Compensation or any other leave shall not be counted and added for the purpose of determining the twenty-five per cent (25%), except as indicated below.

7.03 Full-time employees who are on the regular payroll and are paid for the full thirty-seven (37) hours a week during their vacation shall be included in the full-time count for the purposes of determining the twenty-five per cent (25%) ratio.

7.04 The Company agrees to provide to the Union on request, on a weekly basis, all necessary documentation and information so as to ensure that the full-time ratio has been maintained. Failure to maintain the percentage ratio for one (1) week shall result in the matter being adjudicated forthwith by means of expedited arbitration and any award shall be retroactive to the date the ratio of the twenty-five per cent (25%) was not maintained. If the Company is found to be in violation of Section 7, the Company agrees to pay retroactively to the most senior part-time employee(s) who has requested full-time employment in accordance with Section 19.17 the difference between his hours paid and the thirty-seven (37) hour work week.

53/105

SECTION 8 GENERAL HOLIDAYS

8.01 The following days shall be considered as General Holidays. An employee's pay for a General Holiday shall be as set out in Sub-sections 8.03 and 8.04 below and Sub-section 6.03:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |

and any other day or portion of a day generally observed by the retail grocery and meat stores and designated as a holiday by the Company.

Handwritten initials

8.02 In order for a full-time or part-time employee to receive pay for a General Holiday, he must:

- (1) not have been voluntarily absent from work on the scheduled work day prior to and following such holiday;
- (2) have worked his full, regular designated weekly hours for the week in which holidays, • holiday, or portion of a holiday occur, except for bona-fide illness.

Any employee on leave of absence (except employees disentitled for General Holiday pay as set out in the following paragraph) granted by the Company, at the request of the employee, shall not qualify for a General Holiday with pay if he is absent on both his last scheduled work day prior to, and his first scheduled work day following the General Holiday.

Any employee receiving a payment under the Company's Weekly Indemnity Benefit Plan, or Worker's Compensation, for the full week in which the General Holiday(s) occurs, and requests for time off for vacation purposes as set out in Subsection 11.16, shall not be entitled to General Holiday pay.

8.03 Eligible full-time employees shall suffer no reduction in their pay for a General Holiday as set out in 8.01 above.

8.04 Eligible part-time employees shall be compensated as follows: *etc*

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

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

(C) All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive three (3) hours' pay at his regular, hourly rate for each holiday.

SECTION 9 WAGES

9.01 The minimum hourly rate of wages for all employees coming under this Agreement shall be as set out in Appendix "B" of this Agreement. Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Appendix "B" are minimum rates and apply to the Job classifications and not to the individual.

9.02 New employees will be considered for previous experience credit to a maximum of six (6) months (nine hundred and sixty-one (961) hours) except for Meat Cutter, Ice Decorator and Bakery Production Helpers classifications which will be to a maximum of twelve (12) months (one thousand nine hundred and twenty-one (1921) hours, in their designated classification, provided:

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

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

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

9.04 Scheduled or Call-in Time

Employees, except as provided below, scheduled or called in and who report for work, shall, if required to work less than four (4) hours, receive four (4) hours' pay at their regular, hourly rate.

9.05 Exception to Four (4) Hour Call-In:
Part-time Employees Who Attend School

Paragraph 9.04 above shall apply to part-time employees who attend school on days other than school days, It shall also apply when stores are open for night shopping on school days. On school days other than when stores are open for night

shopping, such employees may be paid for only those hours worked, except when employed for less than two (2) consecutive hours, in which event they shall receive a minimum of two (2) hours' pay at their regular, hourly rate.

9.06 Travel Time

*48
A*

Any employee who is transferred, at the request of the Company, from one store to another during the regular working day, shall be paid his regular, hourly rate for all reasonable travelling time. Employees shall be compensated for actual expenses of public transportation or its equivalent or the actual cost of taxi fare, if such transportation is required by the Company.

9.07 Night Shopping Premium

All employees who are scheduled to work twenty-two (22) hours or more per week, and who are required to work after 6.30 p.m. when the store is open for night shopping, shall receive sixty cents (60¢) per hour in addition to their regular, hourly rate of pay for each half hour worked after 6.30 p.m. Premium pay for night shopping shall not be added to the employees' hourly rate for the purpose of computing overtime, under Sub-section 6.01.

9.08 Night Shift Premium

*44+45
100000*

Any employee who is required to work on any day when the majority of his working hours fall between 9.00 p.m. and 5.00 a.m., or who starts his shift prior to 5.00 a.m., shall be paid a premium, in addition to his regular, hourly rate, of sixty cents (60¢) per hour for all hours worked on the shift. Shift premium pay shall not be added to an employee's hourly rate for the purpose of computing overtime.

This clause shall not result in duplication of premiums.

SECTION 10 RELIEVING RATES OF PAY

10.01 Store Manager

Any employee relieving a Store Manager for more than one (1) day in the employee's home store and immediately in a store other than the home store, shall receive a minimum of one dollar (\$1.00) per hour in addition to his regular, hourly rate of pay for all time so employed.

10.02 First Assistant Store Manager -
Bakery Department Manager

Employees assigned to **relieve** a First Assistant Store Manager or a Bakery Department Manager for a period of more than one **(1)** consecutive working day shall receive a minimum of **sixty-five cents (65¢)** per hour in addition to **their** regular, hourly rate of pay for all time so employed.

10.03 Second Assistant Store Manager -
Produce Manager - Head Cashier

Employees assigned to relieve a Second Assistant Store Manager, or a Produce Manager, or a Head Cashier for a period of more than one **(1)** consecutive working day shall be paid the minimum rate established for Second Assistant Manager, Produce Manager or Head Cashier **in** this Agreement, for all **time** so employed.

10.04 Meat Department Manager

Any employee relieving a Meat Department Manager for more than one **(1)** day in the employee's home store, and immediately **in** a store other than their own home store, shall receive a minimum of **sixty-five cents (65¢)** per hour in addition to his regular, hourly rate of pay, for all time so employed.

10.05 In the event of an employee's **rendering** temporary service **in** a classification in which the rate is lower than **has** been **received** by him, his regular rate shall not **be** reduced.

SECTION II VACATIONS WITH PAY

11.01 Each year's **vacation** requirements for any full-time employee to qualify for the respective periods of **vacation** with pay, as set forth below, are that they have worked **for** the Company not **less** than **ninety-five** per cent (95%) of the regular, full-time hours during a continuous twelve **(12)** month period, but time for absence **from** work not to include:

- (1) the period of vacation;
- (2) the aggregate of periods not **exceeding** thirty **(30)** working days **in all**, comprised of:
 - (1) time during which the employee **has** been authorized by the Company to be absent from work;

(11) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that he was unfit to work during that time, by reason of his illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above he shall receive vacation pay calculated at two per cent (2%) of his total wages earned for each week of vacation entitlement, for which no vacation allowance has been paid.

11.02 Full-time employees with less than one (1) year's full-time service by April 1st will receive an amount equal to four per cent (4%) of their total wages earned during the period of employment, for which no vacation allowance has been paid, up to April 1st, with the exception of the first calendar year in which he qualifies for a fourth (4th), fifth (5th) or sixth (6th) week of vacation, where October 1st shall be used instead of April 1st as the eligibility date. Such employees shall be allowed time off for vacation purposes, without pay, up to two (2) consecutive weeks during the months of April 1st to September 30th, inclusive, unless otherwise mutually agreed to between the employee and the Company.

11.03 Vacation entitlement for full-time employees based on years of continuous full-time service will be as follows (with the exception of part-time employees going to full-time as set out in 11.20):

one (1) or more years by April 1st - two (2) weeks' vacation with pay;

*54
01-02*

three (3) or more years by April 1st - three (3) weeks' vacation with pay;

03-03

eight (8) or more years by April 1st - four (4) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fourth week by October 1st);

08-04

thirteen (13) or more years by April 1st - five (5) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the fifth week by October 1st);

13-05

eighteen (18) or more years by April 1st - six (6) weeks' vacation with pay, (with the exception of the first calendar year when an employee qualifies for the sixth week by October 1st);

18-06

twenty-three (23) or more years by April 1st - seven (7) weeks' vacation with pay.

23-07

R.H.

11.04 Employees with five (5) years of employment in the past ten (10) years, upon completion of one (1) year of full-time service from their most recent full-time employment date, shall be entitled to three (3) weeks' vacation with pay.

11.05 Full-time employees shall be granted a minimum of two (2) consecutive weeks' vacation with pay during the months of April 1st to September 30th, except as indicated in 11.06 and 11.07, or unless otherwise mutually agreed to between the employee and the Company.

11.06 When employees are scheduled to take their vacations during the months of June, July, August, September and December, the Company shall grant a minimum of two (2) weeks consecutively. The balance of the vacation entitlement during that period shall be scheduled by the Company unless otherwise agreed to between the employee and the Company.

11.07 Full-time employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation with pay shall be granted said vacations consecutively, except during the months of June, July, August, September and December, unless otherwise mutually agreed to between the employee and the Company.

11.08 The vacation period for those employees entitled to three (3), four (4), five (5), six (6) and seven (7) weeks' vacation shall be April 1st to September 30th, unless otherwise mutually agreed to between the employee and the Company.

11.09 When a General Holiday occurs during a full-time employee's vacation period, an extra day's vacation shall be granted if the holiday is one which the employee would have received 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 shall be given in lieu of an extra day's vacation.

11.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty dollars (\$50.00) obligations committed, prior to the two (2) weeks' notice.

11.11 If a full-time employee becomes confined to his home or in the hospital due to serious illness or injury while on vacation, the employee may file a claim for Weekly Indemnity benefits and the balance of the employee's vacation will be rescheduled following the employee's return to work.

11.12 Full-time vacation entitlement must be taken in the calendar year and shall not be carried over to the next calendar year.



11.13 Full-time employees who work less than one (1) year and whose employment is terminated, shall receive vacation pay calculated at four (4%) per cent of their total wages earned for the period of time for which they have not received any vacation

pay. Part-time

4%

11.14 Part-time employees will receive vacation pay allowance based on their previous year's total wages earned January 1st to December 31st. Entitlement will be based on years of continuous service with the Company to December 31st of each year as outlined below:

- less than three (3) years - 4%
- three (3) years and more - 6%
- eight (8) years and more - 8%
- thirteen (13) years and more - 10%
- eighteen (18) years and more - 12%
- twenty-three (23) years and more - 14%.

11.15 Employees with five (5) or more years of employment in the last ten (10) years shall receive six (6%) per cent of their total wages earned for the vacation period for which they have not received any vacation pay.

In the administration of this Sub-section, employees hired after April 30th, 1978 must work fifty (50%) per cent of the regular full-time hours worked in a year to establish one (1) year of service (in accordance with the Vacations with Pay Act of the Province of Manitoba).

11.16 Upon written request of the employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employees' schedule for the vacation entitlement for the number of weeks entitlement only. Two (2) weeks shall be granted during the months of June, July, August, September or December, the balance to be granted by the Company in any other month, unless otherwise mutually agreed to between the Company and the employee.

General

11.17 The words "total wages earned", wherever stated in this Section, shall be as defined in the Vacations With Pay Act of the Province of Manitoba.

11.18 The vacation schedule for all employees shall be in circulation by January 1st and finalized by April 1st, setting out the employees' vacation entitlement or time off for vacation purposes for the year. Vacation entitlement approved and taken during the months of January through to April shall also be set out in this schedule.

11.19 The Company reserves the right to determine the vacation period for each employee, subject to the provisions above and the provisions of Section 19 of this Agreement.

11.20 A part-time employee proceeding to full-time employment, after a minimum of one (1) year of full-time service since his most recent full-time employment date, 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 yearly credit for future vacation entitlements as provided in Section 11.03.

11.21 Part-time employees' vacation pay shall be paid during the month of April of each year.

SECTION 12 MANAGEMENT'S RIGHTS AND FUNCTIONS

12.01 The management of *the* Company and the direction of the working force, including the right to plan, direct and control store operations, to maintain the discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay off or assign employees' working hours; transfer; promote; demote; discipline, suspend or discharge employees for proper cause. are to be the sole right and function of the management.

12.02 The Company shall be the sole Judge as to the merchandise to be handled in its stores.

12.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The management, therefore, retains all rights not otherwise specifically covered in this Agreement.

12.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

SECTION 13 HEALTH HAZARDS

13.01 The Company, the Union and the employees mutually agree to co-operate in maintaining and Improving safe working conditions in all of the Company's stores.

13.02 The Company agrees to maintain adequate heating in all its stores.

SECTION 14 NOTICE OF LAY OFF OR STORE CLOSING

The Company will give any full-time employee with six (6) months' service one (1) week's notice of lay off or store closing.

SECTION 15 PAYMENT FOR MEETING ATTENDANCE

When the Company requires an employee to be present at a meeting called by the Company, time spent at such meeting will be considered as time worked, This provision shall not apply to dinner meetings, where attendance by an employee is voluntary.

SECTION 16 STRIKES AND LOCKOUTS

It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slow-downs during the life of this Agreement.

SECTION 17 UNION REPRESENTATIVE'S VISITS TO STORES

17.01 Duly authorized full-time Representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

17.02 The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, and shall be:

- (1) carried on in place in the store designated by management;
- (2) held whenever possible during the lunch period. However, if this is not practical,

- (3) during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Company time unless with the approval of management;
- (4) held at such times as will not interfere with service to the public. No Interview shall be held on Friday, Saturday, or any day after 4.00 p.m. or on the day preceding a Statutory Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3.30 p.m.

17.03 The Union Representatives shall not discuss grievances with the Store Manager unless he is an owner-operator. Such matters shall be presented to the Company in accordance with the provisions of Section 28 of this Agreement.

17.04 Union Representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies, they shall be presented under Section 28 of this Agreement.

SECTION 18 LEAVES OF ABSENCE

18.01 The Company agrees to allow time off work without pay for one (1) delegate for every one hundred (100) employees in the bargaining unit, to a maximum of five (5) delegates elected to attend Union conventions or designated to attend negotiations for a period of not more than ten (10) calendar days.

The Union will give the Company two (2) weeks' notice in regard to such requests to attend conventions.

18.02 Any employee with two (2) years' or more service may request a leave of absence of up to four (4) weeks. The request shall be made in writing, giving full details, and same shall be considered by the management on an individual basis.

The granting of such requests shall not be unreasonably withheld by the Company.

18.03 Upon two (2) weeks' prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the Company at least two (2) weeks in advance of the employee's return to work for the Company.

63
K-3
63
D-3
63
J-3
AH.
BE

58-A ?
999
58-13
012

19.04

Maternity Leave

A female employee 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 twelve (12) weeks. The employee must make application, in writing, within eight (8) weeks after the birth, and give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work. She must provide the Company with a doctor's certificate, certifying her to be medically fit to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications. Benefits will not accumulate or be paid during maternity leave, but benefits accumulated prior to said leave shall be maintained. It is understood that seniority shall accumulate during all maternity leave. 56
5/2

18.05 The requesting and granting of leaves of absence shall be in writing.

SECTION 19 SENIORITY

Full-time

19.01 Seniority for full-time employees shall be defined as: "the length of continuous service with the Company as a full-time employee".

19.02 Seniority shall be considered broken and services terminated if an employee:

- (1) is duly discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (2) voluntarily quits or resigns; 29
06
- (3) has been laid off continuously for a period of more than six (6) months or is called back to work after a lay off and does not return to employment within the time set out in Sub-section 19.04 (2);
- (4) Is absent from work without a written leave of absence, unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Company shall be considered a satisfactory reason;

Handwritten initials: AH, BR

- (5) fails to return to work on the completion of an authorized leave of absence, unless a Satisfactory reason is given by the employee. Sickness or Inability to communicate with the Company shall be considered a satisfactory reason.

19.03 Unless merit, fitness and ability of an employee is greater than other employees regularly working full-time involved, length of continuous service with the Company shall govern in cases of promotions.

Seniority with the Company shall govern in case of lay off, reduction to part-time employment and rehire, providing the employee involved has the ability to perform the normal functions of the job required. eTD

19.04 Employees regularly working full-time laid off or reduced to part-time in accordance with the above provision by the Company shall be recalled to work in order of length of service with the Company, provided:

- (1) no more than six (6) months has elapsed since the last day worked by the employee, and
- (2) the employee reports for duty within twenty-four (24) hours from time of recall, and
- (3) the employee is capable of performing the work.

19.05 Employees regularly working full-time, rehired within six (6) months of their lay off, shall retain their previous length of service for the purpose of this Section.

19.06 The six (6) month and twenty-four (24) hour deadlines contained in 19.04 (1) and 19.04 (2) above, respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident and the Company may require the employee to provide written confirmation from a doctor of such illness or accident.

19.07 In the event an employee's status changes from full-time to part-time either at the direction of or with permission of the Company, his seniority date will be his most recent date of hire.

When an employee's full-time status is changed to part-time status due to circumstances of maintaining an efficient operation it is understood that such employees shall be considered for full-time positions before employees who have requested full-time employment under 19.15.

SH.

19.08 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to a part-time basis.

19.09 The Company, when reducing hours of work in a store, agrees they will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time help.

19.10 Part-time seniority ⁹⁸/₆

Seniority for part-time employees, except Courtesy Baggers, shall be defined as the length of service with the Company as a part-time employee since his most recent date of continuous employment.

Part-time employees will only have seniority within the part-time seniority list in the store, subject to subsection 19.19.

Seniority for Courtesy Baggers shall be the length of service with the Company as a Courtesy Bagger since his most recent date of continuous employment.

Courtesy Baggers will only have seniority within the Courtesy Bagger seniority list in the store, subject to the same provisions as part-time employees in subsection 19.19. Courtesy Baggers who are promoted into another classification will have a new seniority date, commencing from the date of their reclassification.

19.11 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees.

19.12 When a part-time employee works the basic work week for thirteen (13) consecutive weeks, a full-time position shall be deemed to have been created and shall be filled according to Sub-section 19.17 of this Agreement. If no written application is on file for the full-time employment, the employee who has worked the thirteen (13) consecutive week period mentioned above shall be given first opportunity to fill the position. This provision shall not apply to part-time employees who attend school, or other employees hired for a specific project or group of assignments.

19.13 (a) Unless fitness and ability are greater than other part-time employees involved in the department, in scheduling or calling in part-time employees, preference in available hours of work shall be given to senior part-time employees within the department insofar as this is consistent with their availability and willingness to perform the work. If a senior part-time

JH.
[Signature]

employee refuses to work a shift scheduled by the Company, the Company may at its discretion give the next employee in line of seniority the available hours for that week.

The following items shall apply to all stores in the City of Winnipeg/Selkirk except those set out in 19.14.

(b) Furthermore, the Company agrees to schedule part-time employees in the classifications of Service Clerk and Food Clerk (and former students) who were previously assigned to courtesy bagging etc. as set out in Appendix B-21 (11), paragraphs 1 and 2.

(c) The Company agrees to schedule, to the extent that it is practicable, fifty per cent (50%) of part-time employees who are required by the Company and who are available to be scheduled in a week in the store, exclusive of Courtesy Baggers, a minimum of twelve (12) hours per week.

(d) Any part-time employee refusing to accept a schedule of hours for three (3) consecutive weeks shall be dropped to the *bottom* of the seniority list.

19.14 The following Sections shall apply only to the McPhillips Safeway (725), Grant Park Safeway (724), Kildonan Crossing Safeway (727), and new stores 50,000 square feet or larger in the City of Winnipeg.

19.14 (a) and (b) apply only to the Front End department.

(a) Section 19.13 notwithstanding, the senior one-third (1/3rd) of the employees in the Front End, exclusive of Courtesy Baggers, hereinafter called "the Group", shall be scheduled as follows:

- (i) the senior one-third (1/3rd) of "the Group" shall receive twenty-four (24) hours or better, per week;
- (ii) the next most senior one-third (1/3rd) of "the Group" shall receive twenty-one (21) hours or better, per week;
- (iii) the least senior one-third (1/3rd) of "the Group" shall receive eighteen (18) hours or better, per week.

(b) Implementation of the above minimum guarantee of hours for "the Group" shall be subject to the following definitions and/or conditions:

JH.


- (i) "The Group" shall be calculated based on the total number of part-time employees in the Front End, exclusive of Courtesy Baggers,

This will then produce the number of part-time employees entitled to the minimum guarantee as indicated in 19.14 (a).

- (ii) Any restricted employees shall not qualify to be scheduled under this section. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting "the Group" is reached.

The following paragraph 19.14 (c) shall apply to all other departments except the Front End:

- (c) Notwithstanding 19.14 (a) and (b) the following shall apply to all other departments.


The senior one-third (1/3rd) of unrestricted employees in a department shall hereafter be called "the Group" and be scheduled as follows:

- (i) the senior one-third (1/3rd) of "the Group" shall receive twenty-four (24) hours or better;
- (ii) the next most senior one-third (1/3rd) of "the Group" shall receive twenty-one (21) hours or better;
- (iii) the least senior one-third (1/3rd) of "the Group" shall receive eighteen (18) hours or better.

Restricted employees shall not qualify to be scheduled under this section.

- (d) The Company agrees to schedule, to the extent that it is practicable, forty per cent (40%) of the part-time employees who are required by the Company and who are available to be scheduled in a week in the store, exclusive of Courtesy Baggers, a minimum of twelve (12) hours per week.

The forty per cent (40%) above includes those employees in "the Group".

 AH.

The Company will endeavour to schedule the minimum hours guarantee to employees after one (1) year of service if the employee is unrestricted; and, after two (2) years of service if the employee is restricted, subject to business requirements and to the extent the twelve (12) hours can be accepted by the employee.

The twelve (12) hour minimum guarantee and the twenty-four (24), twenty-one (21) and eighteen (18) hours guarantees will only be implemented by attrition. No present employee shall lose any hours as a result of this implementation.

19.15 Hours worked or paid will be considered as hours worked for the purpose of satisfying the minimum guarantees in Sections 19.13 and 19.14.

19.16 In the event of a reduction of hours in a department, employees shall be entitled to claim and receive hours in another department, providing they are able to perform the job and providing the Company is able to efficiently schedule the work force in that department.

19.17 If a vacancy occurs in the full-time staff, the Company agrees to fill the vacancy, or, in hiring new full-time employees the Company agrees to hire part-time employees, in order of seniority, providing the employee has an application for full-time employment on file with the Company, with a copy to the Union office, and can perform the normal functions of the job in a competent manner. The expense of printing said application for full-time employment shall be borne by the Union. In such cases the employee will be on a probationary period of thirty (30) calendar days and if, during that time, the employee does not meet the requirements of the Company, the employee will revert to his former position. All applications must be made on the understanding that the employee will accept a work assignment in any of the Company's stores, within the area covered by the Collective Agreement.

19.18 Part-time employees who are desirous of increasing their hours of work shall inform the Company in writing, with a copy to the Union office. The expense of printing said request form shall be borne by the Union and the wording of said form shall be by mutual agreement between the Company and the Union. The Company agrees to implement the employee's request for more hours in accordance with Section 19.13 (a). All applications must be made on the understanding that the employee will accept a work assignment in the store designated by the Company, within the area covered by the Collective Agreement.



19.19 In the event a part-time employee is transferred to another store, the employee will retain his most recent date of continuous employment as his seniority date within the store to which he is transferred. Notwithstanding Section 19.25 it is understood that the Company has sole right to grant or deny transfers based on their assessment of the efficient operation of the business.

When a part-time employee is transferred by the Company to another store, such transfer will not result in a loss of hours in the six (6) weeks immediately following the transfer.

19.20 Any part-time employee who has no working hours for a consecutive four (4) months' period shall be dropped from the Company's payroll records and the employee's services terminated, unless such absence is due to illness or injury.

19.21 A part-time employee with over two (2) years' seniority, if formally laid off for more than four (4) consecutive weeks, may exercise his seniority by district. The word district shall be interpreted to mean either the north district of Winnipeg or the south district of Winnipeg. The division of the north district and the south district shall be designated by an imaginary line running in the centre of Portage Avenue and extended to the east.

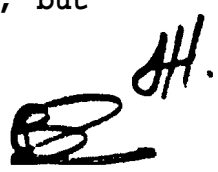
19.22 In the event that the Company permanently closes one of the stores covered by this Collective Agreement, any part-time employees who are not transferred to other locations by the Company shall have the right to claim hours in accordance with their seniority within their district. The district shall be as defined in Article 19.21 above.

Seniority - General

19.23 Any full-time or regular part-time employee who is laid off or fails to receive hours of work to which he is entitled, according to the foregoing, shall be compensated for the hours involved in any violation at his regular rate of pay.

19.24 The Company agrees to provide the Union every three (3) months with: (1) a seniority list of full-time employees within the area covered by the Collective Bargaining Agreement; (2) a seniority list of part-time employees on a store-by-store basis and (3) a seniority list of Courtesy Baggers on a store-by-store basis.

19.25 Where it will not interfere with the efficiency of the operation of the business, employees will be afforded an opportunity of employment in the Company's store nearest to their residence. The Company is to be the sole judge in this matter, but shall not unreasonably withhold such an opportunity.

 JH.

19.26 Greater Flexibility In Hiring

To provide greater flexibility in the development and hiring of employees for supervisory positions, one part-time employee or one full-time employee per department may be selected for back-up relief, or filling of a supervisory vacancy.

The Company agrees to notify the Union, in writing of the persons selected by the Company for this program indicating the store number and the Department.

Individuals will be selected on the basis of their qualifications, skills and abilities solely as determined by Management.


The use of back-up, relief employees, full-time or part-time, will not result in the reduction of the normal hours of any employees in said department.

Back-up, relief or filling of a vacancy shall only apply to the assistant store management, Deli, Meat, Produce, Bakery, Floral and Seafood Departments and new departments, as mutually agreed between the Company and the Union.

19.27 Transfer to another job in the store

Part time employees will be considered for a transfer to certain part-time jobs in their store providing the following applies:

1. The employee requests (In writing with copy to the Union) a transfer to one Job only.
2. The employee's request will be considered:
 - a) on the basis of ability and seniority and the specific requirements of the job - Cashier, Grocery, Produce, Meat Wrapping, Doughnut Frying jobs, solely as determined by management.
 - b) on the basis of demonstrated skill and ability, and seniority for the Job of Bakery production and Meat Production solely as determined by management.
3. An employee will not request another transfer during a three (3) year period, if the employee obtains said transfer.
4. In no event will an employee be paid more than the 2501 hours scale at the time of the transfer and they shall progress to the top rate with experience and service.

 JH.

5. The employee will be on an assessment period for no longer than 30 calendar days and shall be returned to his former position in the event that the employee does not satisfactorily complete the assessment period. The employee will lose his "assurance of hours", if the employee was entitled to any, unless the employee is returned to his original position as indicated above.

The transfer referred to above shall apply for a part time employee going to another part time position only.

6. The above shall in no way affect or be in conflict with the part time employee's rights under Section 19.17.

19.28 Transfer to a Specialty Job in the store

Part-time employees will be considered for a transfer to a part-time job in their store in the Specialty Departments of the Dell, Seafood, Floral, Sausage/Smoke House and any new Specialty department that may be established, providing the following applies:

1. The employee requests (in writing, with copy to the Union) a transfer to one job only.
2. The employee's request will be considered on the basis of the employee's skills, qualifications and ability to do the required job solely as determined by management.
3. An employee will not request another transfer during a three (3) year period, if the employee obtains said transfer.
4. In no event will an employee be paid more than the 2501 hours scale at the time of the transfer and they shall progress to the top rate with experience and service.
5. The employee will be on an assessment period for no longer than 60 calendar days and shall be returned to his former position in the event that the employee does not satisfactorily complete the assessment period. The employee will lose his "assurance of hours", if the employee was entitled to any, unless the employee is returned to his original position as indicated above,



The transfer referred to above shall apply for a part-time employee going to another part-time position only.

- 6. The above shall in no way affect or be in conflict with the part-time employee's rights under Section 19.17.

SECTION 20 TECHNOLOGICAL CHANGES

22/A

20.01 The Company agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees.

20.02 Any full-time employee with one (1) or more years of service, displaced due to technological changes, shall be trained for any new positions created by the technological change, or retrained for a position presently in existence within the bargaining unit, providing they have sufficient seniority to displace a junior employee, Said employee shall be given the eight (8) month rate in that classification, If the employee is successfully retrained within the similar period given a new employee under Section 4 of this Agreement, the employee may then exercise his seniority rights over junior, full-time employees within that classification. if the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification.

22/c

20.03 If said employee cannot satisfactorily be retrained in that position, he shall be afforded an opportunity, based on seniority, to work part-time in his former classification, if said classification is still in existence; otherwise, he shall be terminated with severance pay, as below.

20.04 if an employee refuses part-time employment, he shall be considered to have terminated employment with the Company. Any regular full-time employee with one (1) or more years' service, whose employment is terminated by the Company under this provision shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks' pay.

*30/1 31/3
32/10 33/15*

This clause does not apply to employees who accept other employment with the Company, outside the jurisdiction of this Agreement.

20.05 The Company will attempt, to the best of their ability, to find a job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. If it is not possible, said employees will be terminated.

R.H.

20.06 This Section is intended to assist employees affected by any technological change and accordingly Sections 72, 73 and 74 of the Manitoba Labour Relations Act do not apply during the term of the Collective Agreement between the Company and the Union.

SECTION 21 MERGER OF BUSINESS

21.01 In the event ownership of the Company passes to another Company, the relevant Sections of the Manitoba Labour Relations Act shall apply.

21.02 The Company will notify the Union, in writing, as far in advance as is possible in connection with any change of ownership or management, or the closing of any of their stores.

SECTION 22 SUPPLIERS' REPRESENTATIVES

22.01 Except prior to store opening and one (1) week thereafter, or during store remodelling to a maximum of one (1) week, suppliers' representatives, other than rack jobbers, will not price products in stores, stock or replenish merchandise other than to rotate or check code dating on shelf stock.

22.02 it is understood that the above will not apply to suppliers' representatives who are engaged in the erecting of special displays which require the assembling of a special stand, composed of cardboard, wood, metal, etc. The initial stocking shall be performed by an employee of the store, directed by the supplier's representative.

SECTION 23 DISPLACED EMPLOYEES - CLOSING OF DEPARTMENT

23.01 When a full-time employee with one (1) or more years' service is displaced due to a department closing or a Job becoming redundant and who has sufficient seniority to displace a Junior employee, the Company agrees to give training to said employee, for a position presently in existence within the bargaining unit, said employee shall be given the eight (8) month rate in that classification. If the employee is successfully retrained within the similar period given a new employee, under Section 4 of this Agreement, the employee may then exercise his seniority rights over junior, full-time employees within that classification. If the employee is successfully retrained within the period given, then the employee will progress through the acceleration period of the new classification. If said employee cannot satisfactorily be retrained in that position, he shall be

31
JK
25
A-1
27
E
AH.
E

afforded an opportunity, based on seniority, to work part-time in his former classification, if such classification is still in existence; otherwise, he shall be terminated with severance pay, as below.

23.02 If an employee refuses part-time employment, he shall be considered to have terminated employment with the Company. Any regular, full-time employee with one (1) or more years' service whose employment is terminated by the Company under this provision, shall receive one (1) week's severance pay for each year of continuous full-time service, up to a maximum of fifteen (15) weeks' pay. This clause does not apply to employees who accept other employment with the Company, outside the Jurisdiction of this Agreement.

23.03 The Company will attempt, to the best of their ability, to find a Job within the bargaining unit for full-time employees with less than one (1) year's seniority, and part-time employees. if it is not possible, said employees will be terminated.

SECTION 24 COURT'S DECISION

In the event of any articles or portions of this Agreement being held Improper or Invalid by any Court of Law or Equity or Labour Relations Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be Invalid, improper, or otherwise unenforceable.

SECTION 25 HEALTH AND WELFARE

Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement.

SECTION 26 CASH SHORTAGES

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

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

SECTION 27 REPRIMANDS

27.01 The Shop Steward or, in the absence of a Shop Steward, another employee in the bargaining unit from within the store, shall be present when a member of the bargaining unit:

- (1) is given a reprimand which is to be entered on the employee's personnel file;
- (2) is suspended or discharged.

In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice.

27.02 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file.

27.03 In order for a disciplinary action or discharge to be valid, a copy must be given to the Shop Steward in the store or, in his absence, a copy of such notice must be mailed to the Union office by registered mail.

SECTION 28 ADJUSTMENT OF GRIEVANCES

28.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

28.02 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his proper rate of pay.

28.03 In any grievance regarding hours worked by an employee and the amount paid to an employee, the Company shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the Grievance Procedure shall apply.

SH.
E

28.04 The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

28.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, or within ten (10) working days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

28.06 All grievances shall be submitted in writing.

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

- (1) by a discussion between the employee and the Union Representative, or the employee's immediate superior.
 - (A) When an employee takes a grievance to the Union Representative, Step One of the Grievance Procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager or his designate. The Store Manager shall reply to the grievance in writing within five (5) calendar days to the Union. After five (5) calendar days, the Union Representative may proceed to Step Two.
 - (B) If an employee takes a grievance to his immediate superior and a satisfactory settlement has not been reached within five (5) calendar days, then:
- (2) The Union Representative or Representatives may take the matter up with the Company Official designated by the Company to handle labour relations matters. If the matter is not taken up within ten (10) calendar days of the date the Union received the written reply to the grievance in Step One, it will be deemed to have been abandoned and further recourse to the Grievance Procedure shall be forfeited.

28.08 If a satisfactory Settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final, written decision from either party, but not thereafter, the matter may then be referred to a Board of Arbitration, selected in accordance with Section 29.

Handwritten initials "H." and a signature.

SECTION 29 SELECTION OF A BOARD OF ARBITRATION

29.01 After one of the parties indicates they are taking the matter to arbitration, each party to this Agreement will have fourteen (14) calendar days to appoint their nominee. If one of the parties fails to appoint this nominee within said fourteen (14) calendar days, it will be considered that said party has waived the right to appoint their nominee.

29.02 A single Arbitrator may be used in cases where both the Company and the Union mutually agree. In this case, Sub-sections 29.04, 29.05, 29.06, 29.07, 29.08 and 29.09 shall apply mutatis mutandis. When one of the parties requests a single Arbitrator, the other party will have seven (7) calendar days from the receipt of the letter to reply on whether or not a single Arbitrator is acceptable, if, after seven (7) days, the grieving party has not received, in writing, acceptance of the name of an Arbitrator, or mutual agreement has not been reached, then the parties will have fourteen (14) calendar days from that date, as indicated in Sub-section 29.01, to appoint their nominee to a Board of Arbitration.

29.03 At the end of each month all the cases which have been referred to arbitration during the month will be listed chronologically according to the date of the grievance and a third member of the Board of Arbitration or the single Arbitrator, as provided in 29.02, shall be the Chairman thereof allotted in each case in sequence from the following panel of Individuals:

- (1) Mr. G. C. MacLean;
- (2) Mr. D. Gibson;

commencing with the name following the name of the last Chairman allocated as Chairman of a Board of Arbitration or single Arbitrator, 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 unwilling or unable to act as Chairman or single Arbitrator, the individual whose name follows his in the panel shall be submitted at the third member and Chairman of the Board of Arbitration or single Arbitrator.

29.04 The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement and shall render its decision within thirty (30) calendar days of the termination of the hearing, wherever possible.

29.05 In the event of termination, discharge or suspension of an employee, the Board of Arbitration shall have the right to sustain the Company's action, or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way it deems advisable.

29.06 The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board of Arbitration; and if there is no majority decision, the decision of the Chairman shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding upon all parties concerned.

29.07 The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in Section 29.05 above. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

29.08 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Section 28 of this Agreement.

29.09 The expense and fee of the Chairman of the Board of Arbitration shall be borne equally by the parties to the arbitration proceedings; the fee and expenses of the Union nominee shall be borne by the Union, and the fee and expenses of the Company's nominee shall be borne by the Company,

SECTION 30 BULLETIN BOARDS

The Company agrees that during the term of this Agreement, it will maintain its present policy to make space available to the Union on the existing bulletin board in each of its stores for the purpose of posting notices directly relating to the employees of that store, provided such notice shall first receive the approval of management.

SECTION 31 COMPANY AND UNION CO-OPERATION

31.01 The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of this Collective Agreement, or for performing services on a Union Committee outside working hours.

Handwritten initials "AH." and a signature.

31.02 The Union agrees to co-operate when requested by the Company In correcting inefficiencies of the employees which might necessitate discharge.

31.03 The Company recognizes the right of the Union to appoint one (1) Shop Steward per store and one (1) Alternate Steward per store, Providing the Union notifies the Company Official responsible for Industrial Relations In writing of the name of the Shop Steward in each store, then the Company agrees to notify the Union In writing prior to or at the time of the transfer of the designated Shop Steward.

In stores employing seventy-five (75) or more employees, the Company will recognize the right of the Union to appoint one (1) additional Alternate Steward to the one (1) stated In the above paragraph.

In stores employing two hundred (200) or more employees, the Company will recognize the right of the Union to appoint one (1) Alternate Steward In addition to those stated above.

31.04 The Company agrees to make space available on the bulletin board to the Union for a card Indicating the name of the Shop Steward and the name of the Union Representative of this store. The size of said card is to be by mutual agreement between the Company and the Union. Said card shall be forwarded to the Store Manager for posting.

31.05 The Company agrees to allow Shop Stewards, designated by the Union, to wear their Shop Steward badge while on duty, providing the size of the badge is acceptable to the Company.

31.06 Store Management and Shop Stewards shall co-operate with one another in the administration of the Collective Agreement.

SECTION 32 DECALS OR SHOP CARDS

The Company agrees that during the term of this Agreement, It will continue its present policy of permitting the Union to supply and Install its store cards or decals, one (1) for each of the stores covered by this Agreement, provided however that such decal or card shall first be approved by management and be located as directed by the Store Manager. Such decal or card shall be displayed in a prominent position.

AI.
B

SECTION 33 SMOCKS AND APRONS

The Company agrees that during the term of this Agreement, it will maintain its present policy of lending and laundering smocks and aprons to employees who are required to wear same, unless the employee opts to wear and maintain other apparel provided by the Company.

SECTION 34 JURY DUTY

63
12-1

Full-time employees, and part-time employees averaging twenty-four (24) hours or more per week in the four (4) preceding weeks, summoned to Jury duty, shall be paid wages amounting to the difference between the amount paid them for jury duty and the amount they would have earned had they worked on such days to the maximum of eight (8) hours per day or thirty-seven (37) hours per week. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

SECTION 35 WITNESS FEES

35.01 Employees required to appear in Court as a witness on behalf of the Company will be paid wages amounting to the difference between the amount paid them for witness fees and the amount they would have earned had they worked on such days to a maximum of eight (8) hours per day and thirty-seven (37) hours per week.

35.02 Employees appearing as a witness on behalf of the Company on their day off will be paid a minimum of four (4) hours or the amount they would have earned had they worked on such day, as above. This compensation shall be paid at the employee's straight time hourly rate and shall not be considered as payment for time worked,

SECTION 36 BEREAVEMENT PAY

63
12-1

36.01 Full-time employees and part-time employees averaging twenty-four (24) hours or more per week in the four (4) weeks preceding the bereavement, may 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 time off work shall be determined by the Company, provided the employee attends the funeral, The term "immediate family" shall mean spouse, parent, child, brother or sister, mother- or father-in-law, sister-in-law, brother-in-law and grandparents.

Handwritten initials/signature



36.02 Part-time employees averaging less than twenty-four (24) hours per week may be granted the necessary time off, up to one (1) day, without loss of pay, to attend the funeral in the event of death in the immediate family.

SECTION 37 LIE DETECTOR TESTS

The Company agrees not to force an employee to take a polygraph or similar lie detector test.

SECTION 38 PHYSICAL EXAMINATIONS

69.1
2

Where the Company requires an employee to take a physical examination, doctor's fees for the examination shall be paid by the Company. The time taken off the job shall also be paid at the employee's regular hourly rate.

SECTION 39 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, EDUCATION AND TRAINING TRUST FUND

The Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund shall be as indicated in Appendix D" of this Agreement.

SECTION 40 EXPIRATION AND RENEWAL

40.01 This Agreement shall be effective from October 1st, 1989, and shall remain in effect until May 15th, 1993, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

On the expiry date of this Agreement, as indicated above, if negotiations have not been completed, the Company and the Union agree that this Agreement will be extended automatically until:

- (1) an Agreement is reached between the parties hereto;
- (2) a strike is declared by the Union by giving the Company seven (7) calendar days' notice in writing of its Intention to declare a strike, or

Handwritten initials and signature in the bottom right corner.

(3) a lock-out is declared by the Company by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

40.02 All revisions desired by either party to this Agreement shall be submitted in writing within ten (10) days of the giving of such notice.


40.03 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

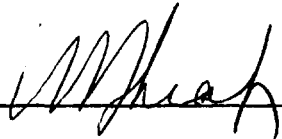
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

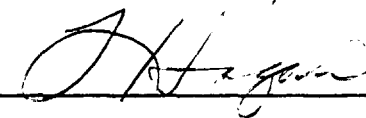
SIGNED THIS 16th day of October, 1989.

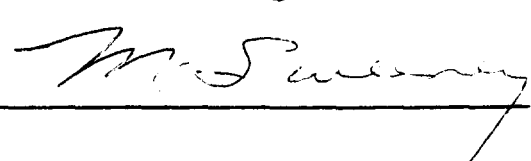
FOR THE UNION:

FOR THE COMPANY:











APPENDIX "A"

HEALTH AND WELFARE, SICK LEAVE,
WEEKLY INDEMNITY BENEFIT,
LONG-TERM DISABILITY, DENTAL PLAN,
AND PENSION PLAN

The Company agrees, during the term of this Collective Agreement, to make available the following benefits to eligible employees regularly working full-time and to other non-full-time employees, as indicated below, or as decided upon in either a Dental Trust Agreement or Pension Trust Agreement:

A-1 COMPANY GROUP INSURANCE BENEFITS -
WEEKLY INDEMNITY, PRESCRIPTION DRUGS,
EXTENDED MEDICAL, AND LIFE INSURANCE

70.5
120 " 77, 999

Employees in the bargaining unit shall be covered by the Company Group Insurance Benefits after averaging thirty-two (32) hours or more per week during any thirteen (13) consecutive week period. Employees shall remain covered as long as they remain actively employed by the Company, whether or not their average weekly hours drop below thirty-two (32) hours per week.

Employees who have not yet qualified to be covered by the Company Group Insurance Benefits or who were not entitled to be qualified for said Plan prior to October 1st, 1989, and who subsequently qualified as Indicated above, and who restrict their availability, and as consequence average less than thirty-two (32) hours during any thirteen (13) week period, shall be disqualified from the Company Group Insurance Plan.

A-I.01 The Company agrees to pay one hundred per cent (100%) of the premiums for the Group Insurance benefits for eligible employees.

SICK LEAVE:

A-I.02 (A) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of twenty (20) days' credit. Credits shall accumulate only on full-time employment, following the completion of a three (3) month full-time employment eligibility period.

(B) The Company shall apply (for full-time employees only) any accumulated sick leave to absences due to sickness not covered by Insured Weekly Indemnity benefits (or similar benefits) and may supplement Weekly Indemnity benefits (or similar benefits) with unused sick leave credits in an amount equal to but not to exceed the employee's normal earnings.

A-1.03 (A) All part-time employees who have qualified for Group Insurance benefits shall commence to accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twenty-eight (128) hours.

(B) The four (4) week reporting period shall be the same four (4) week reporting periods that are used in determining their eligibility for dental benefits under the Manitoba Food & Commercial Workers Dental Plan.

(C) After averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks, a part-time employee shall be eligible to commence accumulation at the commencement of the next reporting period.

(D) All paid time off, such as General Holidays, sick pay from accumulated sick leave credits and time off taken as vacations (for which they have already received vacation pay) shall be counted for the purposes of determining hours worked in that reporting period.

(E) Part-time employees shall accumulate credits at the rate of four (4) hours for each reporting period that they work in excess of one hundred and twenty-eight (128) hours, up to a maximum of forty-eight (48) hours per year and a total maximum of one hundred and twenty (120) hours, following the completion of the thirteen (13) week eligibility period.

(F) In determining the number of hours to be credited as paid time off taken in respect to vacations mentioned above, the number of hours shall be determined by averaging the hours worked in the three (3) preceding reporting periods immediately prior to the reporting period in which the employee takes the time off for vacation.

(G) Sick leave pay shall be applied only to absences on the employee's regularly scheduled workdays and shall not be applied to any days for which the employee is receiving Weekly Indemnity benefits.

A-1.04 The Company may require the employee to provide a doctor's certificate, verifying any absence due to disability.

An employee will not be prevented from returning to work from an absence of three (3) days or less because he has not yet obtained a required doctor's certificate.

Handwritten initials "AH." and a signature "E" in the bottom right corner.

A-1.05 In order to qualify for sick pay, employees must notify the Store Manager or, in his absence, the next highest ranking employee available prior to the 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 must notify the Company when ready to return to work.

The Company agrees to give employees the telephone number and to inform them of any changes.

A-1.06 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 by the employee, an advance payment in the 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.

A-2 WEEKLY INDEMNITY BENEFIT

70%
170

A-2.01 Weekly Indemnity benefits shall be as set out in the Company Group insurance Benefits. (Weekly indemnity benefits shall be paid commencing on the first day of hospitalization due to non-occupational accident or sickness or on the fourth day of absence due to sickness or non-occupational accident, with a twenty-six (26) week benefit period).

24
870

Weekly indemnity payments shall be in the amount of seventy (70%) per cent of the eligible employee's weekly income.

A-2.02 The Company agrees that the weekly indemnity benefits for eligible employees, as indicated above, shall apply to employees for illness or injury related to pregnancy.

The Company and the Union agree that, in the event that it is legally permissible under the Unemployment Insurance Commission's rules and regulations, and upon verification of the unemployment insurance eligible amount, and providing the employee applies for unemployment insurance benefits, that the Company shall make up the difference between the U.I.C. benefit and the Company's maximum eligible payments under the Company's weekly Indemnity benefits. In any event, the Company shall ensure that the 70% benefits applicable to those eligible employees will be paid under either circumstance.

PS
HH

A-3

LONG TERM DISABILITY BENEFIT

A-3.01 Effective August 9th, 1982, the Company will establish a Long Term Disability Plan (L.T.D.) to provide full-time employees a monthly income benefit equal to sixty (60%) per cent of the employee's base weekly earnings as at the date of disability, subject to a maximum monthly Income benefit of one thousand dollars (\$1,000.00), less income payable to the employee from any other source on account of the same disability. The benefit is payable, no earlier than the twenty-seventh (27th) week of disability, to those employees regarded as totally disabled according to the L.T.D. insurance contract, and covers total disabilities that commence after the above effective date.

The monthly Income benefit is payable when the disabled employee has exhausted his benefit under the Company's Weekly Indemnity Plan and the benefit payable (if any) from Unemployment Insurance, and ceases on the earliest of death, attainment of age sixty (60), 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.

72
100

A-4

PRESCRIPTION DRUGS

A-4.01 The Company agrees to pay the twenty-five dollars (\$25.00) deductible for eligible employees claiming prescription drugs under the Plan, set out in the booklet "Group Insurance for You and Your Dependents, Canada Safeway Limited, Canadian Plan".

20E

18/189
S.K.

A-5

MANITOBA FOOD & COMMERCIAL WORKERS DENTAL PLAN

A-5.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of seventeen (17¢) cents (eighteen (18¢) cents effective May 13, 1990, nineteen (19¢) cents effective May 12, 1991 and twenty (20¢) cents effective May 11, 1992) per hour for regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under Sub-section 11.03, and General Holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. Such contributions shall not exceed \$6.29 (\$6.66 effective May 14, 1990, \$7.03 effective May 13, 1991 and \$7.40 effective May 11, 1992) per week.

A-5.02 Such contributions will be forwarded to the Trust within twenty-one (21) days following the Company's four (4) or five (5) week accounting period.

OH.
B

A-5.03 It Is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Pian with similar benefits, the Company's obligations to continue contributions to the Manitoba Food & Commercial Workers Dental Plan shall cease. It is further understood, should a Government Pian create duplicate benefits, then these benefits shall be deleted from the Manitoba Food & Commercial Workers Dental Plan and the Company's contribution In respect to the cost of these benefits shall cease.

A-5.04 A maximum coverage payment of claims of the Manitoba Food & Commercial Workers Dental Plan shall be as determined from time to time by the Board of Trustees.

A-6 PENSION PLAN

A-6.01 The Company agrees to contribute to the "Canadian Commercial Workers Industry Pension Plan" the sum of thirty-five cents (35¢) (forty-one cents (41¢) effective December 31, 1989, forty-seven (47¢) cents effective December 29, 1991) per hour for all regular hours paid, sick pay (not including Weekly Indemnity), full-time employees' vacation as entitled under Sub-section 11.03, and General Holidays, for all employees in the bargaining unit and for all probationary employees, to the maximum of the basic work week as Indicated in Article 5.01.

A-6.02 Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee and the number of hours worked or paid according to the above A-6.01, shall be forwarded by the Company within the twenty-one (21) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

A-6.03 Any member of the Union who also is a member of the Employee Retirement Plan of Canada Safeway Limited (hereinafter referred to as the Canada Safeway Plan) on January 5th, 1975, shall thereafter cease making contributions to the Canada Safeway Plan. He will then be considered as having withdrawn from the Canada Safeway Plan as of January 5th, 1975, and his benefits thereunder shall be as set forth In Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".

A-6.04 The Company and the Union agree to abide by the terms of the "Master Agreement" concerning the Canadian Commercial Workers Industry Pension as signed between the parties to this Agreement.

AH.
RE

A-7

GENERAL

A-7.01 Employees found abusing any health and welfare benefit shall be disciplined by the Company. In such cases, the Company may discontinue or reduce the benefit of the employee or terminate the employee.

OH.
EB

50-A
1

APPENDIX "B"

WAGES

CLASSIFICATION

Effective Oct. 1/89 Effective May 13/90 Effective May 12/91 Effective Aug. 16/92

B-1 2ND ASSISTANT & PRODUCE MANAGER

0 - 3 months
(0 - 480 hours)

H 15.29 15.84 16.49 17.24

Over 3 months
(over 480 hours)

15.79 16.34 16.99 17.74

B-2 HEAD CASHIER (as designated by management)

0 - 3 months
(0 - 480 hours)

14.41 14.96 15.61 16.36

Over 3 months
(over 480 hours)

14.81 15.36 16.01 16.76

***B-3** SERVICE CLERK

0 - 4 months
(0 - 640 hours)

b. 8.21 8.35 8.51 8.70

4 - 8 months
(641 - 1280 hours)

9.76 10.00 10.28 10.61

8 - 12 months
(1281 - 1920 hours)

11.30 11.65 12.05 12.52

12 - 14 months
(1921 - 2240 hours)

12.85 13.29 13.82 14.43

~~Over 12 months~~ (over 2240 hours)

B 14.39 14.94 15.59 16.34

26 June 90
1

- For employees hired prior to June 29th, 1987.

24.
B

CLASSIFICATION

Effective Oct. 1/89 Effective May 13/90 Effective May 12/91 Effective Aug. 16/92

***B-4 FOOD CLERK**

0 - 4 months (0 - 640 hours)	8.47	8.61	8.77	8.96
4 - 8 months (641 - 1280 hours)	10.03	10.27	10.55	10.88
8 - 12 months (1281 - 1920 hours)	11.57	11.92	12.32	12.79
12 - 16 months (1921 - 2560 hours)	13.13	13.57	14.10	14.71
Over 16 months (over 2560 hours)	14.67	15.22	15.87	16.62

B-5 MEAT DEPT. MANAGER

16.82 17.37 18.02 18.77

B-6 MEAT CUTTER

0 - 4 months (0 - 640 hours)	8.75	8.89	9.05	9.24
4 - 8 months (641 - 1280 hours)	9.79	9.99	10.22	10.49
8 - 12 months (1281 - 1920 hours)	10.84	11.09	11.39	11.74
12 - 16 months (1921 - 2560 hours)	11.88	12.19	12.56	12.99
16 - 20 months (2561 - 3200 hours)	12.91	13.29	13.73	14.24
20 - 24 months (3201 - 3840 hours)	<i>m</i> 13.95	14.39	14.90	15.49
24 - 27 months (3841 - 4320 hours)	15.00	15.49	16.07	16.74
Over 27 months (over 4320 hours)	16.04	16.59	17.24	17.99

B-7 BAKERY DEPT. MANAGER

16.82 17.37 18.02 18.77

* For employees hired prior to June 29th, 1987.



<u>CLASSIFICATION</u>	<u>Effective Oct. 1/89</u>	<u>Effective May 13/90</u>	<u>Effective May 12/91</u>	<u>Effective Aug. 16/92</u>
B-8 <u>JOURNEYMAN BAKER</u>	16.04	16.59	17.24	17.99
B-9 <u>BAKERY OPERATOR</u>	15.63	16.18	16.83	17.58
B-10 <u>BAKERY PRODUCTION</u>				
0 - 3 months (0 - 480 hours)	9.65 ✓	9.79 ✓	9.95 ✓	10.14 ✓
3 - 6 months (481 - 960 hours)	10.48	10.69	10.93	11.21
6 - 9 months (961 - 1440 hours)	11.35	11.63	11.95	12.33
9 - 12 months (1441 - 1920 hours)	12.13	12.48	12.88	13.35
12 - 15 months (1921 - 2400 hours)	12.96	13.37	13.86	14.42
15 - 18 months (2401 - 2880 hours)	13.78	14.26	14.83	15.49
Over 18 months (over 2880 hours)	14.61 ✓	15.16 ✓	15.81 ✓	16.56 ✓
B-11 <u>ICE DECORATOR</u>				
0 - 4 months (0 - 640 hours)	8.21	8.35	8.51	8.70
4 - 8 months (641 - 1280 hours)	9.86	10.10	10.38	10.71
8 - 12 months (1281 - 1920 hours)	11.50	11.85	12.25	12.72
12 - 14 months (1921 - 2240 hours)	13.15	13.59	14.12	14.73
Over 14 months (over 2240 hours)	14.79	15.34	15.99	16.74

d.
[Handwritten signature]

<u>CLASSIFICATION</u>	<u>Effective</u> <u>Oct. 1/89</u>	<u>Effective</u> <u>May 13/90</u>	<u>Effective</u> <u>May 12/91</u>	<u>Effective</u> <u>Aug.16/92</u>
B-12 <u>DOUGHNUT FRYER/BAKERY CLEAN-UP</u>				
0 - 640 hours	8.21	8.35	8.51	8.70
641 - 1280 hours	9.52	9.87	10.27	10.74
Over 1280 hours	10.83	11.38	12.03	12.78
**B-13 <u>SALES/SERVICE CLERK</u>				
0 - 500 hours	7.10	7.24	7.40	7.59
501 - 1000 hours	8.14	8.34	8.57	8.84
1001 - 1500 hours	9.19	9.44	9.74	10.09
1501 - 2000 hours	10.23	10.54	10.91	11.34
2001 - 2500 hours	11.27	11.65	12.09	12.60
2501 - 3000 hours	12.31	12.75	13.26	13.85
3001 - 3500 hours	13.36	13.85	14.43	15.10
Over 3500 hours	14.40	14.95	15.60	16.35
**B-14 <u>FLORAL /VARIETY/PHARMACY TECH/ REFRESHMENT CENTRE /STORE RECORDS - CLERK</u>				
0 - 500 hours	7.10	7.24	7.40	7.59
501 - 1000 hours	8.15	8.36	8.60	8.88
1001 - 1500 hours	9.20	9.48	9.80	10.18
1501 - 2000 hours	10.25	10.60	11.00	11.47
2001 - 2500 hours	11.30	11.71	12.20	12.76
2501 - 3000 hours	12.35	12.83	13.40	14.06
Over 3000 hours	13.40	13.95	14.60	15.35
B-15 <u>COURTESY BAGGER</u>				
0 - 640 hours	5.25	5.50	5.75	6.00
641 - 1280 hours	6.25	6.50	6.75	7.00
Over 1280 hours	7.25	7.50	7.75	8.00

** For employees hired after June 29th, 1987.

off.


B-16 Second Assistant Managers:

In stores where night shopping is in effect one (1) or more days a week, one (1) Second Assistant Manager shall be appointed in stores employing a total of nine (9) or more full-time Food Clerks. This includes the Second Assistant Manager; however, it does not include the Store Manager or Meat Department employees.

B-17 Employees shall receive incremental increases to their rate of pay based on the increments as set out for their classification in B-1 to B-15 based on hours worked or paid.

B-18 Employees who were in the classification of Student as of December 1st, 1985 and who were reclassified into Service Clerk classification will continue to progress through the increment steps of that classification.

B-19 All overscale employees, as of May 15, 1989, shall receive the same across-the-board increase as other employees within their classification during the duration of this Collective Agreement.

B-20 New Classifications Effective June 29th, 1987: The classification of Sales/Service Clerk referred to in B-14, the classifications of Floral/Variety/Pharmacy Tech/Refreshment Centre/Store Records - Clerk referred to in B-15, shall only apply to new employees hired on or after June 29th, 1987, or Courtesy Baggers hired into these positions after June 29th, 1987.

OH.
RE

B-21 Courtesy Bagger Classification and Restrictions:

- (i) it shall only apply to new employees hired on or after December 2nd, 1985.
- (ii) The introduction of Courtesy Baggers will not reduce the hours of part-time employees in the classifications of Service Clerk, Food Clerk and former Students who were previously assigned to bagging, handling of baskarts, clean-up, bottle returns and bottle sorting.

Before scheduling hours of work in a store to a Courtesy Bagger, part-time employees (i.e. Food Clerks, Service Clerks and former Students on the payroll December 1st) shall be offered the average weekly hours he worked during the period September 9th to November 30th, 1985. Fulfilling this is subject to the part-time employees' willingness to work assigned hours.
- (iii) No part-time employees other than Courtesy Baggers can apply for hours to be worked in the classification of Courtesy Bagger.
- (iv) An employee classified as Courtesy Bagger will not be scheduled by the Company or called in to work for more than sixteen (16) hours per week.
- (v) The Company agrees to have only one (1) employee per checkstand classified as Courtesy Bagger, during store opening hours and up to a maximum of one (1) hour after store closing.

The Company can hire up to six (6) additional Courtesy Baggers per store, with their primary duty and responsibility being carry-out service.

- (vi) The primary duties of courtesy baggers shall be bagging, carrying out of groceries, handling of baskarts, work associated with the baler, collecting and putting out garbage, sweeping and mopping of the floors in any area of the store premises which shall include the entire store (within the external walls) and the parking lot.

Baggers' secondary functions may include price checks, product returns, bottle returns and bottle sorting, getting change, parcel pick-up and replenishing the supply of bags.

OH.
RE

Baggers may also clean up (dust, wash,, dampmop, sweep, clean up product spills and breakages) in the lunch rooms, wash rooms and the sales area. The sales area shall be defined as any area within the store where the customers normally shop.

(vii) All the sections of the Collective Bargaining Agreement shall apply in their entirety to employees classified as Courtesy Bagger, with the following exceptions:

(a) The Company agrees to give consideration to employees in the Courtesy Bagger classification before hiring new employees in the Service Clerk and Food Clerk classifications (effective June 29th, 1987, in the Service Clerk/Sales Clerk, Floral/Variety/Pharmacy Tech/Refreshment Centre/Store Records - Clerk and Food Clerk classifications).

(b) Courtesy Baggers who were employed prior to June 29th, 1987 and who are hired into another classification shall be given a fifty per cent (50%) credit of their hours worked, to a maximum twelve hundred and eighty (1280) hours, for the purpose of establishing their hourly rate of pay in the classification they have been hired into.

Courtesy Baggers who are employed after June 29th, 1987 into another classification will not be credited with any hours for the purpose of reclassification, but they shall go when reclassified to the next higher rate of pay in the classification they have been hired into,

(c) In addition to the scheduling provisions, ability and availability to accept the schedule of hours being equal amongst Courtesy Baggers, seniority will govern in the allocation of hours within the Courtesy Bagger classification in their store.

B-22 In the event the wage increase set out below results in an employee being placed on an off-scale rate, he shall remain at that off rate until his service and experience qualify him for the next higher rate in his classification.

B-23 Wage increase:

All employees, except Courtesy Baggers, who are on the payroll of the Company on October 1st, 1989, and for present or new employees who shall be on the payroll of the Company on the following dates, shall receive the following cents per hour increase in addition to their existing hourly rate of pay, on the following dates and in the following amounts:

AH.
E

Effective Oct. 1, 1989 - 40¢ per hour Increase
Effective May 13, 1990 - 55¢ per hour Increase
Effective May 12, 1991 - 65¢ per hour increase
Effective Aug. 16, 1992 - 75¢ per hour Increase.

All Courtesy Baggers who are on the payroll of the Company as of October 1, 1989, and all present and new Courtesy Baggers who shall be on the payroll of the Company on the following dates shall receive the following cents per hour Increase in their existing hourly rate of pay on those dates as follows:

Effective Oct. 1, 1989 - 25¢ per hour increase
Effective May 13, 1990 - 25¢ per hour Increase
Effective May 12, 1991 - 25¢ per hour Increase
Effective Aug. 16, 1992 - 25¢ per hour Increase.

B-24 Retroactive Pay: Retroactive pay will be paid for all hours worked or paid (including full-time employees' paid vacation, general holidays and sickness, excluding weekly Indemnity) from May 15, 1989 to September 30, 1989, inclusive, for all employees on the payroll of the Company on October 1, 1989 in the following amounts:

All employees, except Courtesy Baggers - 40¢ per hour

Courtesy Baggers - 25¢ per hour.

Handwritten initials and signature in the bottom right corner.

APPENDIX "C"

BAKERY PRODUCTION DEPARTMENT
O N L Y

This Agreement shall also apply in its entirety to the In-store Bakery Production Department employees, except as follows:

C-1 Production Work Definition

Production work shall be defined as any work performed in the processing of raw products.

C-2 Night Shift

Employees working in the In-store Bakery Production Department shall not be asked to work longer than nine (9) consecutive months in a twelve (12) month period on night shift, providing it is feasible and practical to do so.

C-3 Wages

The Company agrees to pay employees working alone on night shift for more than one (1) shift the Bakery Operator hourly rate established in the Agreement.

C-4 Payment for Work in a Higher Classification

The Company agrees to pay the hourly rate for the classification to an employee who works over fifty (50%) per cent of the basic work week in the higher classification for all hours worked during that week.

C-5 Vacancies

Where a permanent vacancy occurs in the classifications of Journeyman Baker, Bakery Operator or Ice Decorator, the Company agrees that these vacancies will be filled from within the bargaining unit, providing there are qualified persons available within the bargaining unit. Furthermore, the Company agrees to post a notice of vacancies in the above mentioned classifications in all In-store Bakeries covered by this Agreement, to allow employees to make application.

C-6 The duties of the Doughnut Fryer/Bakery Clean-up shall be only as indicated in the title. The Union agrees that the minimum call-in, for Doughnut Fryer/Bakery Clean-up only, shall be four (4) hours in a shift or four (4) hours in a day.

Handwritten initials "AH" and a signature.

APPENDIX "D"

D-1 MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832,
EDUCATION AND TRAINING TRUST FUND ✓

D-1.01 The Company agrees to contribute three cents (3¢)
(four (4) cents effective May 13, 1990) per hour into the Manitoba
Food & Commercial Workers, Local 832, Education and Training Trust
Fund.

 The hours for which the Company will contribute
said amount will be the same as contributed for the Dental Plan
under Appendix A-5.01, and shall be remitted to the Union in the
same manner.

Handwritten initials and signature in the bottom right corner.

LETTER OF UNDERSTANDING

BETWEEN: CANADA SAFEWAY LIMITED, a body corporate carrying on business in the City of Winnipeg area and the Town of Selkirk, in the Province of Manitoba, hereinafter referred to as the "Company"

AND: MANITOBA FOOD & COMMERCIAL WORKERS, LOCAL 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

1. Procedure for Extending Employees' Time Worked on Night Stocking:

The Company and the Union agree to the following procedure to extend the three (3) months' night stocking duty, as follows:

- (a) the Company shall secure the filling of an enclosed form that will extend the three (3) months' night stocking for employees willing to do so;
- (b) said form shall be forwarded to the Union office as soon as completed and the Union will have seven (7) working days to deny the request, if such is the case, or to approve same in writing;
- (c) if the Union does not reply in writing within seven (7) working days, it shall be implied that the Union is in agreement,

2. Payment of Shift When an Employee is injured During the Shift:

The Company agrees to pay any employee injured during a shift for the balance of the employee's scheduled shift.

3. Lie Detector Tests:

Section 37 of the attached Agreement shall be interpreted to mean that should the Company wish to ask an employee to take a polygraph or similar lie detector test, it will have the right to do so, and that the employee will have the right to agree, in such case the Company undertakes to have a full-time Union Representative present when the employee is asked to take the test.

Handwritten initials "AH" and a signature.

4. Five Minute Leeway:

The Union agrees to a five (5) minute leeway each day, which is not intended to be part of the work schedule. Rather, this is to take care of the extra few minutes required to complete a job in progress at quitting time.

All time worked in excess of the five (5) minutes' leeway shall be paid at overtime rates.

5. Sorting of Soft Drink and Returnable Bottles by Union Members:

The Company agrees that only Union members will sort soft drink and returnable bottles in the stores.

6. Locker Search:

To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one of the two following circumstances:

- (1) (a) in the presence of the employee, or
- (b) if requested by the employee, in the presence of a Shop Steward;
- (2) In the presence of a Police Officer,

14

7. No Sexual Harassment:

The Company and the Union agree that the retail locations covered by this Collective Agreement should be free of sexual harassment and the Company and the Union agree to co-operate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this Collective Agreement.

8. Clarification of the Nature of the Bargaining Unit:

Employees assigned, for example, to store relining, inventory crew, electronic store systems co-ordinator, and other such personnel that assist the operation of stores owned and/or operated by the Company are understood to be excluded from Section I of this Collective Bargaining Agreement.

AH.
BE

9. Employees' Seniority When Transferring From One Collective Agreement to Another with Local 832 and Canada Safeway Limited in the Province of Manitoba:

Due to the geographic area of business of the Winnipeg Division, in the interest of promoting and maintaining efficient operations, the Union will recognize an employee's length of service under a Collective Agreement with Local 832 and Canada Safeway Limited, for the purpose of determining the employee's seniority, when such transferred employee returns into the jurisdiction where he worked prior to the transfer.

Note No. 1:

The word "transfer" in this Letter of Understanding has no reference to Sub-section 9.06 of the Winnipeg Collective Agreement which makes reference to employees transferred from one store to another within the Jurisdiction of a bargaining unit.

Note No. 2:

The meaning of the above first paragraph can be described in the following example. An employee of Canada Safeway hired in Winnipeg and who has worked for ten years in Winnipeg agrees to be transferred to Canada Safeway, Thompson, Manitoba. That person stays in Thompson, Manitoba, for two years and then returns to a Safeway store in Winnipeg. When that person returns to Winnipeg after two years, his Winnipeg seniority will be restored and he will start again in Winnipeg with ten years' seniority, (A similar example could be utilized for an employee hired in Thompson, Manitoba, who leaves Thompson and then returns after several years).

10. Sunday work and scheduling of employees shall continue as in the past. The Union and the Company will consult with the employees so that mostly volunteers work on Sunday.

11. The Company agrees to consider requests for part-time employees to transfer to another store for the purpose of receiving additional hours of work.

12. When an employee works the late evening shopping shift, the Company will arrange to escort the employee to his car, if requested, to ensure his safe departure.

The cost of transportation for employees to or from work between twelve (12:00) o'clock midnight and six (6:00) o'clock in the forenoon shall be at the expense of the Employer included in the employee's classified hourly rate of pay.

JH.
RB

Other matters relating to employees' security shall be brought to the attention of management.

13. Successors and Assigns

- (1) In the event the Employer agrees to a sale, lease or transfer of more than fifty per cent (50%) of the retail facilities in the Winnipeg Division represented by the Manitoba Food & Commercial Workers, Local 832, it is acknowledged that, pursuant to the provisions of the Manitoba Labour Relations Act, this Agreement shall be binding upon the successor or assignee of the Employer. It is clearly understood that this Letter of Understanding will only place these specified obligations upon a successor or assignee who intends to operate these facilities as retail grocery stores.
- (2) Given the circumstances specified in paragraph 11, the Employer shall give written notice to the prospective successor or assignee of its obligation to assume this Agreement. Written confirmation of that Notice shall be provided to the Union fourteen (14) days prior to the transfer of business.
- (3) in consideration of the Employer's execution of this Agreement, the Union agrees that the Employer shall not be a guarantor or be held liable for any breach by the purchaser of its obligation under the Winnipeg/Selkirk Agreement, and the Union shall look exclusively to the Purchaser for compliance with the terms of the Winnipeg/Selkirk Agreement.

14. Seniority Ranking of Part-time Employees with the same hiring date in a store

When two or more part-time employees or Courtesy Baggers are hired on the same date, the Company shall rank employees, as determined by management, prior to completion of the probationary period or assessment period, if applicable.

The names of employees who are given a seniority ranking shall be forwarded to the Union on a monthly basis as required.

The ranking of employees with the same seniority date in the store shall be shown by a numerical designation beside the employee's applicable seniority date.

This ranking will also occur as stated above when a part-time employee is transferred to another store where two (2) or more employees have the same continuous date of hire.

AH.
RS

15. Voluntary recognition of new stores in Manitoba:

The Company recognizes the Union as the sole agency for the purpose of Collective Bargaining for all employees, whether full-time or part-time, employed in all future retail stores, owned and/or operated by the Company, in the Province of Manitoba, save and except any new retail stores which come under the geographical jurisdictions of Collective Bargaining Agreements in existence as of Sept. 1st, 1989.

When the Company contemplates to open such new store(s) after Sept. 1st, 1989, the Company shall notify the Union in writing and the Union and Company shall meet within thirty (30) calendar days of the Union receiving said notice, in an attempt to reach a separate Collective Agreement for each separate City, Town or Community.

If the parties cannot reach an agreement within ninety (90) calendar days for the location, the voluntary recognition for that location will be null and void.

16. Store Closure:

in the event of a store closure, all Union and non-union full-time employees, who are adversely affected, who request in writing, at the time of the store closure, will be offered full-time employment in another Bargaining Unit mutually agreeable between the employee and management, should a full-time vacancy exist.

if a full-time vacancy does not exist, the full-time employee may be transferred as a part-time employee and be placed into the part-time employee's continuous years of service. It is understood that part-time employees' hours of work may be reduced as a result of the above.

Full-time employees transferring into another Bargaining Unit will not result in the demotion of a full-time employee or the demotion of an employee in a management position in a location covered by the terms of the Collective Bargaining Agreement. A full-time employee transferred to another Bargaining Unit shall retain his seniority as defined in Section 19.01.

Part-time employees who are laid off because of a store closure and who have indicated in writing their willingness to transfer to another Bargaining Unit will be offered employment when a part-time vacancy exists, and their seniority in the store to which they are transferred will be determined in accordance with their seniority as defined in Section 19.10.

JH.
RE

If no vacancy exists, the part-time employee will be placed on a preferred hiring list for a period not to exceed six (6) months. During this time, if termination of part-time employees occurs, the employee will be called in to the store when the termination has occurred, and their seniority shall be defined as per Section 19.10 of this agreement. If the part-time employee is transferred, he/she will lose their assured hours, if entitled to any in their former store.

The aforesaid part-time employees shall have the opportunity to transfer, providing they have the skill and ability to perform the normal functions of the job.

Employees will be paid the hourly rate of pay for the job that they are assigned to as a result of the above transfer procedure

The Company shall not be responsible for any costs relating to an employee's transfer resulting from a store closure.

17. Current practice in scheduling part-time employees

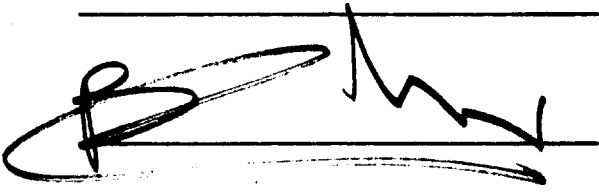
The Company agrees to maintain the current practice in scheduling part-time employees for the duration of this Agreement expiring May 15, 1993.

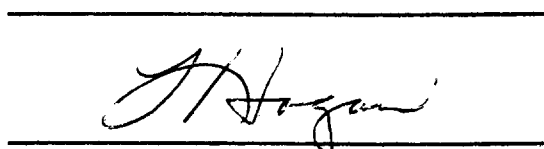
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.

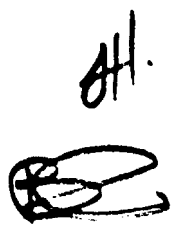
SIGNED THIS 16th day of October, 1989.

FOR THE UNION:

FOR THE COMPANY:







TO: THE NEW EMPLOYEE:

You are hereby informed that Union membership is a condition of employment.

1. Articles of Agreement between the Manitoba Food & Commercial Workers, Local 832, U.F.C.W., A.F.L. & C.I.O. - C.L.C. and this Company

..... contain the following statement.

UNION SHOP

The Company agrees to retain in its employ within the Bargaining Unit as outlined in Section 1 of this Agreement only members of the Union in good standing. The Company shall be free to hire or rehire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application on the official membership application form within ten (10) calendar days from date of hire or rehire and become members within thirty (30) days.

2. New employees will be considered for previous experience credit to a maximum of six (6) months (nine hundred and sixty-one (961) hours) except for Meat Cutter, Ice Decorator and Bakery Production Helpers classifications which will be to a maximum of twelve (12) months (one thousand nine hundred and twenty-one (1921) hours, in their designated classification, provided:

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

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

It is most important that you inform the Company of your previous experience and if you do not agree with your rate of pay and same is not adjusted by mutual agreement with the Company, then this must be discussed with your Union Representative as soon as possible.

No consideration will be given to any disagreements pertaining to credit for previous experience if presented later than thirty (30) calendar days from the date of employment.

Handwritten initials "AH" and a signature.

EXHIBIT ONE

P O S T C A R D

Employee's Name in Full _____

Address _____

city _____ Postal Code _____

Phone _____ Employment Started _____

Birthdate _____ Social Insurance Number _____

Store No. _____ Address _____

Part Time _____ Full Time _____

If member of the United Food & Commercial Workers International Union BEFORE, please indicate

YES _____ NO _____ If yes, where _____

CANADA SAFEWAY LIMITED
Name of Company

DATE _____ SIGNATURE _____

(To be mailed to the Union office within ten (10) calendar days from the date of hire or rehire).

TO THE EMPLOYEE:

3. The By-laws and Constitution of the Union currently provide for the following:

- (a) (i) Current dues deducted each week for employees working more than eighteen (18) hours per week ... \$10.15
- (ii) Current dues deducted each week for employees working eighteen (18) hours or less per week ... \$9.43
- (iii) Current dues deducted each week for employees classified as Courtesy Baggers ... \$6.98
- (b) Initiation Fee ... \$5.00.