

Expiry Date: **November 10, 2001**

AGREEMENT

BETWEEN:

CANADA SAFEWAY LIMITED, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Company"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL No. 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 province of Manitoba, save and except one Store Manager per store, one First Assistant Store Manager per store, one Pharmacy Manager per store, Graduate and Undergraduate Pharmacists and those currently excluded as of November 15, 1998.

1.02 In respect to Meat Managers, Bakery Managers, Produce Managers, Second Assistant Managers, Floral Managers and Deli Managers, 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, Bakery Managers, Produce Managers, Second Assistant Managers, Floral Managers and Deli Managers, shall not be subject to any arbitration as provided for in Section 27 of the Agreement.

1.03 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 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.

1.04 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.

1.05 In Winnipeg only, 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.

1.06 Interpretation:

- (a) In this Agreement, the use of masculine terms shall also include the feminine and vice versa.
- (b) Whenever the word "Agreement" is used in this document, it shall mean this collective bargaining agreement.
- (c) Whenever the word "part-time" is referred to in this Agreement, it shall include regular part-time, trainees, meat trainees, bakery trainees and Courtesy Clerks, unless indicated otherwise.

1.07 (a) Seniority Zone One shall be referred to as the city / town where the

employee works (except Selkirk which is deemed part of Winnipeg).

- (b) Seniority Zone Two shall be referred to as the geographically nearest next Safeway store outside their city / town.
- (c) Seniority Zone Three shall be referred to as anywhere else in the province after Zones One and Two have been exercised.

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 per four or five-week period:

- 1) a list containing the names of employees who have terminated their employment during the previous four or five-weeks;
- 2) a list of new appointments to full-time positions and their classification, store number, distribution code and effective date of appointment;

- 3) a list of full-time employees reduced to part-time;
- 4) a list of employees' regular hours worked and trainee hours worked, overtime hours worked, regular rate of pay and trainee rate of pay;
- 5) a list of status changes (for example going from courtesy Courtesy Clerk to trainee or regular part-time) and Department Manager appointments with store number, distribution code and effective date.

2.06 The Company agrees, once per year upon request from the Union, to provide the employee's social insurance number, hourly rate of pay, address, distribution code and EPIC code.

2.07 The Company agrees to provide the above information to the Union in a computer usable form which may include a diskette or similar electronic medium as determined by the Company. The Union is responsible for any conversion required in the event the medium is incompatible with their system.

SECTION 3 DEDUCTION OF UNION DUES

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 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.

SECTION 4 PROBATIONARY PERIOD

New employees hired after May 14, 1995, shall be on a probationary period for ninety (90) hours worked. The Company, at their discretion, may discharge any probationary 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

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 (29½) 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 ½) 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 Employees shall have a minimum of eight (8) hours off between scheduled shifts, unless otherwise mutually agreed between the Company and the employee.

5.07 Express Check Stand Employees will not be required to work in the express check stand 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. (i) Effective January 28, 1999, the Company will post a weekly work schedule for the period January 31 – February 6, 1999 and February 7 – February 13, 1999.
Each week thereafter the current schedule will be removed and replaced with another schedule for the week following the week already posted. There will always be two (2) consecutive one week schedules posted on the bulletin board.

Requests for time off must be received by Tuesday noon prior to the schedule covering the affected days being posted except in extremely unusual circumstances.

This new system of posting schedules will be on a trial period until the last week ending July 1999 and shall continue thereafter unless the Union and the Company mutually agree to revert back to a one-week schedule at a time, or to amend it.

- (ii) The Company shall post weekly schedules for full-time and part-time employees as indicated above in 5.09(1)(i) no later than Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday) of each week for the week after for the following week. If the new schedule is not posted by Thursday, 6:00 p.m. (no later than Friday noon during the week of a General Holiday), then the schedule already posted shall apply for the week after 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, as indicated in section 9.04 and 18.13 (b).
- (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.

In the event the Company discontinues time sheets, the Company will, to the extent practicable, provide the Union with the same or comparable information as presently contained on existing time sheets consistent with new 2.07.

If the Company discontinues time sheets and adopts another system and that system does not provide all the information contained in the existing time sheets, the Company agrees to meet with the Union with the intention of finding a system to provide the missing information.

(5) 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.

5.10 **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, except as provided below.

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.

On a five-hour shift, or for any full-time employees entitled to night shift premiums, meal periods may be waived by mutual agreement between an employee and the Company.

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. On a five-hour shift, or for

any part-time employees entitled to night shift premiums, meal periods may be waived by mutual agreement between an employee and the Company.

- (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, or by mutual agreement between the Company and the employee, two (2) rest periods, one with pay and one without pay.
- (3) Rest periods for all employees shall not begin until one (1) hour after commencement of work or shall end not 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. For shifts of five (5) hours or longer, the rest periods, or meal periods where applicable, shall not commence earlier than one and one half (1 & ½) hours after the start of the shift, nor less than one and one-half (1 & ½) hours before the end of the shift.
- (4) 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.
- (5) 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.
- (6) 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

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 within Seniority Zone One 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.
- (5) The Company agrees that employees working the night shift will not be scheduled to commence work before Sunday midnight, except in cases of emergency or by mutual agreement between the Company and the employee.
- (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 ½) the employee's regular rate.

Part-time employees shall be paid overtime, at the rate of time and one-half (1½) 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.

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.

6.03 All overtime must be authorized by management.

6.04 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.

6.05 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.

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

- (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 that sufficient employees do not volunteer for work on Sunday, the Company will have any of the following options:
 - (i) obtain volunteers from another store;
 - (ii) meet with the Union to establish in a store or stores another procedure satisfactory to the Union and to the Company; or

- (iii) hire 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) When the stores are open for business on Sunday, employees scheduled to work before and after shopping hours in the store, will also be paid at a regular rate of pay, plus \$1.00 per hour premium.
- (f) Hours of work on Sunday will not be part of the work week for the calculation of any assurance of hours.

6.07 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 (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 and 7.05.

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 18.17 the difference between her hours paid and the thirty-seven (37) hour work week.

7.05 In the calculation of the full-time ratio, it is also agreed that the number of

Courtesy Clerks will not be included when calculating the total number of employees to determine the full-time ratio as indicated above. (This subsection 7.05 shall be effective as indicated in Appendix E-17.)

7.06 The calculation of full-time ratio will be done within Seniority Zone One and shall be as per Appendix F-21.

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:

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.

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, a 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 she is absent on both her last scheduled work day prior to, and her 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, shall not be entitled to General Holiday pay.

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

- (b) 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 (1½) said hourly rate for all the time required to be on duty.

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

- (a) All part-time employees who have been employed thirty (30) calendar days or more and have worked and/or were paid 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 and/or were paid 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 her regular, hourly rate for each holiday.
- (c) All part-time employees who have been employed thirty (30) calendar days or more and have worked and or were paid 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 her 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" and "G" 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" and "G" 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 her 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 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 Travel Time

Any employee who is transferred, at the request of the Company, from one store within Seniority Zone One to another within Seniority Zone One during the regular working day, shall be paid her 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.

9.06 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-five cents (65¢) per hour effective November 22, 1998, in addition to their regular, hourly rate of pay for each quarter 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 subsection 6.01.

9.07 Night Shift Premium

Any employee who is required to work on any day when the majority of time of his shift falls between 9:00 p.m. and 5:00 a.m., or who starts a shift prior to 5:00 a.m., shall be paid an hourly premium of sixty-five cents (65¢) effective November 22, 1998 per hour for all hours worked on the shift in addition to his regular pay. This shift premium could also apply to a shift where an employee is scheduled to work on night shopping and the majority of time of the shift falls after 9:00 p.m. 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 and sixty-five cents (\$1.65) per hour in addition to his regular, hourly rate of pay for all time so employed, to a maximum of sixty-one dollars and five cents (\$61.05) per week.

10.02 First Assistant Store Manager Employees assigned to relieve a First Assistant Store Manager for a period of more than one (1) consecutive working day shall receive one dollar and thirty cents (\$1.30) per hour in addition to their hourly rate of pay to a maximum of forty-eight dollars and ten cents (\$48.10) per week.

10.03 Second Assistant Store Manager, Produce Manager Employees assigned to relieve a Second Assistant Store Manager for a period of more than one (1) consecutive working day shall receive fifty cents (50¢) per hour in addition to their hourly rate of pay.

Employees assigned to relieve a Produce Manager for a period of more than one (1) consecutive day shall receive sixty-five cents (65¢) per hour in addition to their hourly rate of pay for all time so employed.

10.04 Bakery Department Manager Employees assigned to relieve 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 hourly rate of pay for all time so employed.

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

10.06 Floral Department Manager Employees classified as "Floral Clerk" assigned to relieve a Floral Department Manager for a period of more than one (1) consecutive working day shall receive sixty-five (65¢) per hour in addition to their regular hourly rate of pay for all time so employed.

10.07 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 her regular hourly rate of pay, for all time so employed.

10.08 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, except as indicated in E-8.

SECTION 11 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:
 - (i) time during which the employee has been authorized by the Company to be absent from work;
 - (ii) time in respect of which the employee files with the Company a certificate, signed by a duly qualified medical practitioner, that she was unfit to work during that time, by reason of her illness or injury.

Where a full-time employee does not qualify for vacation with pay as outlined above, she shall receive vacation pay calculated at two per cent (2%) of her 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.

Employees hired after November 21, 1993 will not be entitled, when qualifying for a fourth, fifth or sixth week of vacation (as indicated in 11.02 and 11.03), to the October 1st cut-off period instead of April 1st. April 1st shall apply to said new employees for all vacation entitlements under Section 11.

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;

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

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);

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);

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);

twenty-three (23) or more years by April 1st - seven (7) weeks' vacation with pay, (with the exception of the first calendar year, when the employee qualifies for the seventh week, by October 1st). This amendment shall be effective in 1999 for vacation received in 1999 and onwards.

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 she 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

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 18 of this Agreement.

11.20 A regular part-time employee proceeding to full-time employment, after a minimum of one (1) year of full-time service since her 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 regular 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 February 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 13HEALTH AND SAFETY

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 of its stores.

13.03 The Company agrees to ensure as far as is reasonably practical to do so the health and safety of the employees in all of the stores and address health and safety hazards that arise in the workplace. Employees agree to work in a safe manner respecting all safety rules and using equipment provided.

13.04 A Health and Safety Committee shall be established for each store and both the Company and the Union shall appoint two committee members from each store. In addition, one alternate may be appointed by the Union and one by the Company. The meetings will be held quarterly at a store or otherwise mutually agreed location. When urgent health and safety issues arise between the quarterly meetings and are presented to the Company or the Union, the Company will respond to the issue, or will convene a health and safety committee meeting.

The Union or any employee may bring to the attention of the Company any health and safety concerns and such issues will be addressed by the Committee. The Company will act as promptly as reasonably possible in responding to any health and safety concerns raised.

The Company will endeavour to schedule Health & Safety Committee meetings during the scheduled work shift of the committee members. Where this is not possible, employees on the Committee will be compensated at their regular rate of pay for time spent in the meeting. In such cases, the minimum call-in would not apply, but employees will be paid not less than one hour's pay.

13.05 The Company and the Union agree to share the cost of the fee for a Standard First Aid & CPR training course for any members of the bargaining unit who are on the Health & Safety Committee who wish to take same.

SECTION 14PAYMENT 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 15 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 16 UNION REPRESENTATIVE'S VISITS TO STORES

16.01 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 Agreement are being implemented.

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

- (1) carried on in a 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 General Holiday, except in cases of employees who work only Fridays, Saturdays, or after 3.30 p.m.

16.03 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 26 of this Agreement.

16.04 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 26 of this Agreement.

SECTION 17 LEAVES OF ABSENCE

17.01 The Company agrees to allow time off work without pay for up to ten (10) employees in the bargaining unit, elected to attend Union conventions or designated to attend negotiations, or to attend Union business, for a period of not more than fourteen (14) calendar days.

 The Union will give the Company a minimum of two (2) weeks' notice in regard to such requests.

17.02 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.

17.03 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 a maximum of one (1) employee per seniority zone 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.

17.04 **Maternity Leave / Parental Leave / including Adoption Leave**

A. **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, and must do so within seventeen (17) weeks unless she is entitled and so chooses to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave, she 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 a disabling medical condition, 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 condition.

Accumulated paid sick leave and/or group insurance benefits required because of a disabling medical condition directly attributable to pregnancy, shall be granted to qualified employees under the same conditions as these benefits are granted to other disabled employees who qualify under the terms of the Plan(s).

B. Parental Leave / Adoption Leave

1) Entitlements

Every employee who has been in the employ of the Company for 12 months and

(a) who,

- i) in the case of a female employee, becomes the natural mother of a child,
- ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
- iii) adopts a child under the law of a province; and

(b) who submits to the Company an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to and shall be granted parental leave, consisting of a continuous period of up to seventeen (17) weeks.

(2) Commencement of Leave

Except as indicated below, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Parental leave for natural mothers must commence immediately on the expiry of maternity leave, unless the Company and the employee agree otherwise.

(3) Late Application for Parental Leave

When an application for parental leave under subsection (1) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Company shall be granted parental leave under this section for the portion of the leave period that remains at the time the application is made.

(4) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied by him at the time such leave commenced, or in a comparable position with not less than the same wages and benefits.

- (5) Seniority will continue during the leave and benefits accumulated prior to the leave will be maintained and not paid during the leave, except that employees who qualify under group insurance may elect to continue to pay the premium themselves during their leave.

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

SECTION 18 SENIORITY

Full-time

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

The Company and the Union agree that when a full-time employee is transferred to another zone, or is eligible under the terms of this agreement to exercise his full-time seniority outside his own zone, he shall carry his seniority with him. This clause is effective November 15, 1998 and is not retroactive for events that occurred prior to the ratification of the current collective agreement.

18.02 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;
- (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 as set out in Sub-section 18.04 (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;
- (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.

18.03 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 within Seniority Zone One shall govern in cases of promotions.

Seniority with the Company within Seniority Zone One 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.

18.04 Employees regularly working full-time laid off or reduced to regular 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.

18.05 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.

18.06 The six (6) month and twenty-four (24) hour deadlines contained in 18.04 (1) and 18.04 (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.

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

When an employee's full-time status is changed to regular part-time status due to circumstances of maintaining an efficient operation, subject to Section 18.03, it is understood that such employee shall first be given an opportunity to return to her previous full-time job in her classification.

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

18.09 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, except as indicated in Appendix E.

18.10 **Part-time Seniority**

- (a) Seniority for regular part-time employees shall be defined as the length of service with the Company within Seniority Zone One as a regular part-time employee since her most recent date of continuous employment. Regular part-time employees will have seniority within the part-time seniority list in the store, subject to 18.18, 18.20, and Appendix E.
- b) Seniority for Trainees shall be defined as the length of service with the Company within Seniority Zone One since their most recent date of continuous employment as a Trainee. Trainees will have seniority within the Trainees seniority list in the store, subject to Appendix E.
- c) Seniority for Meat Trainees shall be defined as the length of service with the Company within Seniority Zone One since their most recent date of continuous employment as a Meat Trainee. Meat Trainees will have seniority within the Meat Trainees seniority list in the store, subject to Appendix E.
- d) Seniority for Bakery Trainees shall be defined as the length of service with the Company within Seniority Zone One since their most recent date of continuous employment as a Bakery Trainee. Bakery Trainees will have seniority within the Bakery Trainees seniority list in the store, subject to Appendix E.

- e) Seniority for Courtesy Clerks shall be defined as the length of service with the Company within Seniority Zone One since their most recent date of continuous employment as a Courtesy Clerk. Courtesy Clerks will have seniority within the Courtesy Clerk seniority list in the store, subject to section 18.18, 18.20 and Appendix E.
- (f) The exercise of seniority by regular part-time employees, Trainees, Meat Trainees, Bakery Trainees and Courtesy Clerks shall be subject to Appendix E and other applicable sections in the Agreement.

The Company and the Union agree that when a part-time employee is transferred to another zone, or is eligible under the terms of this agreement to exercise his part-time seniority outside his own zone, that he shall carry his seniority with him. This clause is effective November 15th, 1998 and is not retroactive for events that occurred prior to the ratification of the current collective agreement.

18.11 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, except as indicated in Appendix E.

18.12 When a regular part-time employee works or is paid the basic work week for thirteen (13) consecutive weeks a full-time position shall be deemed to have been created, subject to Appendix E-7 and E-8 and shall be filled within Seniority Zone One according to subsection 18.16

18.13 (a) In scheduling or calling in part-time employees, preference in available hours of work in a week 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, providing they have the ability to perform the normal functions of the job. If a senior part-time 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.

- (b) Call-in time Call-in time is defined as any time four (4) hours or more are required to be worked, which do not appear on the regular schedule either due to business conditions or the non-scheduled absence of employees.

A call-in on any day will be allocated to the senior employee in the job in the department who is capable of performing the normal functions of the job:

- i) who is not working on the same shift and has not worked 8 hours on that day;
- ii) who is willing to perform the work and can be contacted with regard to the work;
- iii) such allocation will in no event result in overtime.

This procedure may result in junior employees receiving more hours for the week than senior employees. (For example, if a senior employee is scheduled 30 hours and a junior employee is scheduled 25 hours, and an 8-hour call-in becomes available, it would, all other things being equal, be allocated to the employee with 25 hours, giving that employee 33 hours for the week.)

Employees who are part-time will be offered a call-in, when available, on the sixth day in a week. Sunday shall not be included in said call-in.

- (c) Furthermore, the Company agrees to schedule regular part-time employees in the classifications of Service Clerk and Food Clerk (and former students) who were previously assigned to courtesy clerking etc. as set out in Appendix B-22 (2) (a) and (b).
- (d) The Company agrees to schedule, to the extent that it is practicable, fifty per cent (50%) of regular 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 Clerks, a minimum of twelve (12) hours per week.
- (e) Declaration of Availability All part-time employees are required to complete an availability form (including Trainees and Courtesy Clerks).
 - 1. This form would indicate the following information:
 - (a) the days the employee is available to work;
 - (b) whether the employee wishes to work trainee hours;
 - (c) whether the employee does not wish to take call in shifts.
 - 2. (a) The declaration of availability for each employee shall be made by noon of the third Tuesday of each four-week accounting period for the following four-week accounting period.
 - (b) If an employee fails to change his or her declaration of availability by Tuesday noon, the existing declaration of

availability previously on record for this employee shall be automatically renewed for the four-week accounting period.

- (c) This declaration of availability shall be in triplicate form with one copy given to the employee, one copy mailed to the Union office every four weeks, one copy retained by the Store Management and a copy made available to the Shop Steward on request.

3. Minimum acceptable availability for all part-time employees

- (a) totally available on Saturdays;
- (b) available two or more shifts in a week, being defined as from Sunday to Friday inclusive, until store closing in their department;
- (c) an employee's declaration of availability will not prevent an employee from obtaining an occasional Saturday off or requesting a day(s) off during the period that they have declared themselves previously available. The employees request shall be for bona fide personal reasons (e.g. Students writing exams, child care arrangements, family responsibilities, illness, injury or leave of absence).
- (d) In the event an employee in the employ of the Company on the date of ratification is unable to meet the minimum acceptable availability as indicated in 3 (a) and (b) due to special compelling personal circumstances, the Union, the Company and the employee shall meet to mutually resolve the issue.

4. The first Declaration of Availability must be made before noon on December 29, 1998.

5. The Company agrees that it will not schedule an employee outside of the period that the employee indicated they were available to work unless the employee involved agreed to same.

- (f) Hours scheduled to train a Trainee or Courtesy Clerk or employees who have been reviewed for a new job will not be counted for the purpose of exceeding the Trainee and Courtesy Clerk weekly hours to a maximum of

two (2) weeks /calendar year/employees and to a maximum of four (4) weeks/calendar year / employees for training in the Meat, Bakery Production, or Pharmacy Tech. Such scheduling of training hours shall be scheduled on the condition that such training hours are hours that would not otherwise have been available to be worked by any other employee, but are extra hours scheduled strictly for this purpose and identified as Human Resource Training Code.

18.14 Hours worked or paid will be considered as hours worked for the purpose of satisfying the minimum guarantees in Sections 18.13.

18.15 (a) Job posting shall be done within Seniority Zone One as follows:

When a full-time position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, the Company agrees to fill said vacancy from part-time employees who have made an application in writing to the Company as indicated below. The vacancy shall be filled with part-time employees in the same classification, providing the senior applicant can perform the normal functions of the job in a competent manner.

- (b) Ability to perform the normal functions of the job in a competent manner shall mean that the employee involved is competently performing the normal functions of the job following a training and trial period of 20 days worked. Should the employee choose to step down before the completion of the 20 days worked, she may do so, or should the employee not be able to perform the normal functions of the job in a competent manner, the Company may return the employee to her previous job before the completion of the 20 days worked. In either event, she would return to her previous position and wage rate without loss of seniority.

The Company shall then make a second selection for the training and trial period from the next senior applicant that remains on the list from the original posting.

- (c) When a full-time position becomes vacant, the Company may fill it by laterally transferring other full-time employees, except that the Company must post the last such full-time position vacancy.
- (d) The following positions shall be open for posting when a full-time vacancy as indicated above occurs:

Meat Cutter

Journeyman Baker
Bakery Operator
Bakery Production
Ice Decorator
Doughnut Fryer / Bakery Clean-up
Sales/Service Clerk (excluding Customer Service/File Maintenance)
Floral/Variety/Pharmacy Technician/ Store Records Clerk

For new Stores in city / towns other than Winnipeg/Selkirk, Brandon, Dauphin, Neepawa, Portage la Prairie and Thompson

The following positions shall be open for posting when a full-time vacancy as indicated above occurs:

Service Clerk
(excluding Customer Service / File Maintenance)
Bakery Production and Meat Production Specialists.

- (e) The job posting shall contain:
 - (i) classification;
 - (ii) The store number, department and location;
 - (iii) The closing date of the posting;
 - (iv) The effective date of the position.

- (f) The full-time positions which are posted shall be posted according to the following procedure:
 - (i) vacant positions shall be posted within 5 days of becoming vacant, unless the Company decides that said vacant position has become redundant, or is above the full-time ratio as indicated in Section 7 of this Agreement. When the Company decides not to post a vacated position, it shall immediately inform the Union, in writing, within an additional 5 calendar days.

 - (ii) Vacant position(s) shall be posted in all stores in the bargaining unit for a period of 10 calendar days. A copy of the posting shall be forwarded to the Union at the time of the posting.

 - (iii) The posting shall be returned to the Human Resources Department at the end of the posting and shall be signed by the Store Manager and the Shop Steward (or another member of the bargaining unit in their absence) to confirm that the posting was publicly displayed for the required period.

 - (iv) Employees wishing to apply for the full-time position posted shall

do so on a form provided by the Company, in triplicate, and shall give said application form to the Store Manager, or management designate, no later than 4:00 p.m. on the 10th day, who shall sign it to verify that the employee has made said application for the job posting.

(v) The original copy shall immediately be sent to the Human Resources Department, a copy shall be mailed to the Union office and a copy shall be retained by the employee making the application.

(vi) All employees must have a minimum of 12 months' service with the Company in order to apply for the position, except that in unusual circumstances and by mutual agreement with the Union, the 12-month period may be waived.

(vii) The successful applicant shall not be eligible to apply for another posting for a period of 12 months from the effective date of the job posting.

(viii) In the event that a job posting becomes available while an employee is on approved absence such as WCB, WI, LTD, LOA and vacation, under the Agreement, that employee shall be considered to have applied for the posting, provided he has made application for the job prior to the posting of the position and can return to work within 30 calendar days and can perform the job in a competent manner, as indicated above. The Company shall mail by registered mail to the employee's last known address, a letter indicating that that person is the successful applicant and the employee affected shall have 10 calendar days from the Company's registered post-mark letter to indicate that the employee will be back at work on a specific date within but no later than the 30 calendar days indicated above. The Company shall have the right to temporarily fill the full-time vacancy until said successful applicant returns to work.

(ix) The name of the successful applicant, along with their seniority date, will be posted in all the stores in the bargaining unit within 15 days of the original posting. The Company will forward a copy to the Union.

(g) New Departments

The Company will discuss with the Union new departments that may arise.

- (h) No full-time employees will be bumped from their present store assignment as a result of implementation of this provision.

18.16 Procedure for job posting shall be as indicated in Appendix F-22.

18.17 Regular 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 18.13 (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 Seniority Zone One.

18.18 In the event a part-time employee is transferred to another store, the employee will retain her most recent date of continuous employment as her seniority date within the store to which she is transferred. Notwithstanding Section 18.23 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, except as indicated in Sections 18.20, 18.21 and Appendix E-4.

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.

In order to determine if hours were lost, a period of thirteen (13) full calendar weeks immediately prior to the transfer will be used. Full calendar weeks where an employee was absent due to illness or injury or leave of absence for vacation purposes will not be counted to a maximum of four weeks.

18.19 Zero Hours for Four Months 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.

18.20 Zero Hours for Four Weeks A part-time employee with more than two years service who receives no hours of work for four (4) consecutive weeks or more may exercise his seniority and displace the most junior employee in the same classification and department in another store within the Seniority Zone One. Said employee will carry his company seniority to the other store for the purpose of scheduling.

Seniority - General

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

18.22 The Company agrees to provide the Union every three (3) months with:

- (1) a seniority list of full-time employees within each of the seniority zones one;
- (2) a seniority list of regular part-time employees on a store-by-store basis
- (3) a seniority list of Trainees on a store-by-store basis;
- (4) a seniority list of Meat Trainees on a store-by-store basis;
- (5) a seniority list of Bakery Trainees on a store-by-store basis;
- (6) a seniority list of Courtesy Clerks on a store-by-store basis.

This will be generated in accordance with section 2.07, to a maximum of twice per year.

18.23 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, within the Seniority Zone One, nearest to their residence. The Company is to be the sole judge in this matter, but shall not unreasonably withhold such an opportunity.

18.24 **Greater Flexibility in Hiring**

To provide greater flexibility in the development and hiring of employees for supervisory positions, one regular 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.

18.25 Transfer to another job in the store

Regular 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.
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 regular part time employee's rights under Section 18.15.

18.26 Transfer to a Specialty Job in the store

Regular part-time employees will be considered for a transfer to a part-time job in their store in the Specialty Departments of the Deli, Floral 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 her former position in the event that the employee does not satisfactorily complete the assessment period. The employee will lose her "assurance of hours", if the employee was entitled to any, unless the employee is returned to her original position as indicated above.

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

6. The above shall in no way affect or be in conflict with the regular part-time employee's rights under Sections 18.15.

SECTION 19 MERGER OF BUSINESS

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

19.02 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 20 SUPPLIERS' REPRESENTATIVES

20.01 Except prior to store opening and one (1) week thereafter, or during store remodeling 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.

20.02 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 21 STORE CLOSING / CENTRALIZATION/ DEPARTMENT CLOSING and/or ALTERATION OF DEPARTMENTS/ TECHNOLOGICAL CHANGE

21.01 The Company will give the Union and affected employees notice in the following events:

- a) store closing - four weeks
- b) department closing or a full-time job becoming redundant - two weeks
- c) substantial alteration to a department - two weeks
- d) technological change - three months
- e) centralization of production - two weeks.

Definitions:

- a) "Centralization" means the movement of production and/or processing from one or more stores into another store or to a location outside the scope of the agreement operated by the Company.
- b) "Technological change" means introduction of new machinery or equipment which may result in the displacement of employees.
- c) "Affected" for a full-time employee means his full-time job is no longer required in his department because of one or more events as described in 21.01 above, and not due to a drop in business.
- d) "Affected" for a part-time employee means he suffers a reduction in hours (based on the average hours worked in the previous thirteen (13) weeks before the event) of 50% or more (in any week

within eight (8) weeks of implementation of an event or events listed above), or due to the events described in 21.01, and not due to a drop in business.

- e) “Job becoming redundant” means the elimination of a full-time job in a classification in a department. This definition does not apply to changes as a result of Section 7.
- f) “Substantial alteration” is defined as a change in the department structure as follows:
 - i) a new group of products or commodities are to be sold; or
 - ii) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

21.02 In the event a circumstance described in 21.01 above occurs, affected full-time employees shall be able to exercise bumping rights, by seniority and classification in their department first in their own store, and if not possible, in another store within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, seniority zone three.

21.03 In the event a circumstance described in 21.01 above occurs, affected part-time employees shall be entitled to exercise bumping rights as outlined in Section 21.06 without having to wait for four (4) weeks with no hours.

21.04 In the event that a full-time employee who is affected due to technological change, closing of a department, or a job becoming redundant, or centralization outside the scope of the collective bargaining agreement, bumps according to Section 21.05, he shall be offered a training period of up to thirty (30) working days. Should the employee refuse the training or if the employee cannot be retrained, the employee shall be paid severance equal to one week’s pay for each year of continuous full-time service to a maximum of fifteen (15) weeks’ pay, and shall be considered terminated.

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

The Company will attempt, to the best of its ability, to find a job within the bargaining unit for part-time employees. If it is not possible, said employees will be terminated.

The reference to technological change in this section is intended to assist

employees affected by same and accordingly Sections 83, 84 and 85 of the Manitoba Labour Relations Act, which refer to technological changes, do not apply during the term of the Collective Agreement between the Company and the Union.

21.05 Full-time employees displaced due to events of Section 21.01 shall exercise seniority rights as follows:

- i) displace the most junior full-time employee in their classification, in the same department, in another store;
- ii) displace a junior full-time employee in any classification, in any store;
- iii) in the event an employee cannot maintain full-time employment in any store, he shall remain part-time in his own classification and department, subject to his rights as per Section 21.06 below.
- iv) when a full-time employee accepts a full-time job in another classification, he shall be given the first opportunity to return to his previous full-time position, within twenty-four (24) calendar months of his transfer to another classification.

It is understood that the words “displace the most junior employee” or “displace a junior employee” as indicated in sections 21.05 and 21.06 shall mean that an employee who displaced the most junior employee or a junior employee in a department carries with him his Company seniority and is then scheduled according to said seniority, within his own department.

This subsection 21.05 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, seniority zone three.

21.06 In the event a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:

- i) displace the most junior employee in the same classification and department in another store. If not possible, then
- ii) displace the most junior employee in another classification in the same department in the same store, or if not possible,

- iii) displace the most junior employee in another department in the same classification as defined in Appendix B-11, B-12, B-16, except employees in B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-13 (B-13 is new Pharmacy Tech wage scale), may bump in the B-11 classification in the same store, (employees in classification B-10 may bump into classification B-11, but they shall take with them only 50% of career hours to a maximum of 1,000 hours, shall keep their hourly rate of pay of B-10 until the number of hours worked allows them to progress beyond their B-10 previously hourly rate of pay) or if not possible,
- iv) displace the most junior employee in another department in the same classification as defined in B-11, B-12, B-16 except employees in B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-13 (B-13 is new Pharmacy Tech wage scale) may bump in the B-11 classification, but in another store.

This subsection 21.06 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, seniority zone three.

21.07

An employee exercising his rights under Section 21 shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this section, “reasonable opportunity” shall mean a maximum of thirty (30) working days for a full-time employee and twenty-four (24) hours for a part-time employee.

This subsection 21.07 will be applied within the Seniority Zone One, except for department closing or store closing where the order would be first Seniority Zone One, then, if not possible, Seniority Zone Two, then, if not possible, seniority zone three.

It is understood that an employee will be given only one (1) training opportunity for an event referred to in 21.01.

21.08

Rates of Pay

- a) In the event any full-time employee exercises his right under Section 21.04 and remains in the same classification and department in another store, he shall retain his current rate of pay.

In the event any full-time employee exercises his right under Section 21.04 and moves to another classification or moves to another department, said employee shall be given the 2,501-hour level for the first eight (8) weeks (300 hours), the 3,001-hour level

for the next eight (8) weeks (300 hours) and the top rate thereafter in that classification.

- b) In the event any part-time employee exercised his right under Section 21.06 and remains in the same classification and department in another store, he shall retain his current rate of pay. If any part-time employee moves to another classification or moves to another department, said employee shall be given the 2,501-hour level for the first eight (8) weeks (300 hours), the 3,001-hour level for the next eight (8) weeks (300 hours), and the top rate thereafter in that classification.
- c) Any employees displaced due to events of Section 21.01 who were on an over-scale rate of pay, shall keep their overscale when transferring to the new classification.
- d) In the exercise of Section 21, no employee displaced due to the events of 21.01 will be allowed to move to a higher rated classification.

21.09

In the event that an employee moves to another Seniority Zone, the Company shall not be responsible for any costs relating to the employee's transfer.

SECTION 22 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 23 HEALTH AND WELFARE

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

SECTION 24 CASH SHORTAGES

24.01 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.

24.02 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 25 REPRIMANDS

25.01 When an employee in the bargaining unit is subjected to a disciplinary interview (where the Company intends to discipline the employee, such as to be given a written reprimand, suspension or discharge), said employee shall have a shop steward present, or, in the absence of a shop steward, an employee from his store in the bargaining unit, of the employee's own choice, from the commencement of the interview.

25.02 A copy of such disciplinary notice shall be given to a Shop Steward in the store or be mailed or faxed to the Union office. If a Shop Steward or member is not present as required, or a copy of disciplinary notice is not given to the Shop Steward in the store, or mailed or faxed to the Union office, the resulting discipline shall not be valid and may not be utilized by the Company.

25.03 Sections 25.01 and 25.02 above are not intended to prevent management from investigating the circumstances, or inquiring, on a matter that may lead to discipline.

25.04 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file. 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 by registered mail or transmitted to the Union office by facsimile.

25.05 The signing of disciplinary notices and/or reprimands by Shop Stewards or employees does not mean that they are in agreement, or that they support the content of the reprimand or the disciplinary notice, but is an acknowledgment that they have received said disciplinary notice and/or reprimand.

SECTION 26 ADJUSTMENT OF GRIEVANCES

26.01 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.

26.02 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 cooperate 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.

26.03 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.

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

26.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within twenty (20) calendar days following the event giving rise to such grievance, or within fourteen (14) calendar days of the last day worked when relating to a discharge grievance, shall be forfeited and waived by the aggrieved party.

26.06 All grievances shall be submitted in writing.

26.07 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.

26.08 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 an Arbitrator, selected in accordance with Section 27.

SECTION 27 SELECTION OF AN ARBITRATOR

27.01 After one of the parties indicates they are taking the matter to arbitration, the matter shall be referred to a single Arbitrator as indicated in section 27.02.

In the interest of settling a grievance prior to an arbitration hearing, and by mutual agreement between the Company and the Union, either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. During the life of this collective bargaining agreement, the parties may mutually agree to a list of mediators other than the mediators provided from the Province of Manitoba Conciliation Services.

27.02 A grievance shall be referred to a single Arbitrator as indicated below according to the date of the grievance to the following panel of individuals:

- (1) Mr. Paul Teskey;
- (2) Mr. William Hamilton;
- (3) Mr. Hughie Jamieson;
- * (4)

commencing with the name following the name of the last 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 Arbitrator allotted is unwilling or unable to act, the individual whose name follows his in the panel shall be submitted as the Arbitrator.

- * The parties will attempt, during the term of this agreement, to mutually agree to further names to be added to the list.

27.03 Whenever one of the parties refers a matter to arbitration, the matter shall be heard within thirty (30) calendar days for suspension or termination and ninety (90) calendar days for any other matters. The matter shall be heard within that time limit unless both parties mutually agree to a date beyond the thirty calendar day or ninety calendar day requirement, or in the event that none of the three arbitrators listed above are available to meet within the 30 calendar day requirement or 90 calendar day requirement, whichever is applicable. If the parties cannot mutually agree to a date beyond the 30-calendar day requirement, or 90-calendar day requirement, whichever is applicable, the matter shall be referred to the selected Arbitrator who shall have the right to decide on the matter. In no event can a hearing be extended to a period longer than another thirty (30) calendar days. The Arbitrator shall have thirty calendar days to render a decision in regard to any matters dealing with suspension or termination, and ninety (90) calendar days from the last date of the hearing on any arbitration cases referred to him or her other than suspensions or terminations.

27.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the Arbitrator shall be governed by the provisions of this Agreement.

27.05 In the event of termination, discharge or suspension of an employee, the Arbitrator 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 he deems advisable.

27.06 The decision of the Arbitrator shall be final and binding upon all parties concerned.

27.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement, except as indicated in section 27.05 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.

27.08 It is the intention of the parties that this section 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 26 of this Agreement.

27.09 The expense and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

SECTION 28 BULLETIN BOARDS

The Company agrees that during the term of this agreement, it will allow the Union to install its own bulletin boards in accordance with the conditions set out in Appendix F-13.

SECTION 29 COMPANY AND UNION CO-OPERATION

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

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

- 29.03
- (a) The Company recognizes the right of the Union to appoint one Shop Steward/store and one Alternate Shop Steward/store in stores where the Company has less than seventy-five (75) bargaining unit employees.
 - (b) For stores employing seventy-five (75) or more but less than one hundred and twenty-five (125) bargaining unit employees, the Company will recognize the right of the Union to appoint one Shop Steward/ store and two Alternate Shop Stewards/ store.

- (c) In stores employing one hundred and twenty-five (125) or more but less than two hundred (200) bargaining unit employees, the Company will recognize the right of the Union to appoint one Shop Steward /store and three Alternate Shop Stewards/ store.
- (d) In stores employing two hundred (200) or more bargaining unit employees, the Company will recognize the right of the Union to appoint one Shop Steward/store and four Alternate Shop Stewards/ store.
- (e) Provided the Union notifies the Company Official responsible for Labour Relations in writing of the names of the Shop Stewards in each store, the Company agrees to notify the Union prior to or at the time of a transfer of the designated Shop Steward.

29.04 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.

29.05 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.

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

SECTION 30 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, two (2) 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.

SECTION 31 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 32 JURY DUTY

Full-time employees, and regular 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 33 WITNESS FEES

33.01 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.

33.02 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 34 BEREAVEMENT PAY

34.01 Full-time employees and regular 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, grandparents, common-law spouse, step-parents, and step-child.

34.02 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 35 LIE DETECTOR TESTS

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

SECTION 36 PHYSICAL EXAMINATIONS

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 37 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 38 NO SEXUAL HARASSMENT

The Company and the Union agree that no form of sexual harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Every effort shall be made in situations involving sexual harassment to be treated in strict confidence. Any employee who believes that she is being sexually harassed, shall report this to her immediate supervisor, full-time Union Representative or Human Resources Manager.

The Company shall endeavour to find alternate employment if said employee asks the Company to do so until the matter has been dealt with. If no alternate employment can be found, the Union and the Company shall meet to attempt to resolve the issue. In addition, said employee may lay charges under the appropriate legislation against the harasser.

SECTION 39 WORKFORCE RESTRUCTURING, MAXIMIZING OF HOURS

The training program shall be as indicated in Appendix E attached to this Agreement.

SECTION 40 LETTERS OF UNDERSTANDING

All Letters of Understanding attached to this Agreement in Appendix F shall be an integral part of this Agreement.

SECTION 41 EXPIRATION AND RENEWAL

41.01 This Agreement shall be effective from May 17, 1998 and shall remain in effect until November 10, 2001, 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. Nothing in this Agreement is retroactive unless specifically provided.

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
- (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.

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

41.03 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 _____ day of December, 1998.

FOR THE UNION:

FOR THE COMPANY:

Chantel Anderson

Melody Cushnie

Julie-Sue Wood

Heather Devaney

Saverio Castagna

Richard Fredette

Bill Campbell

_Ruth Hammond Shannon Pilon

Kathy Hildebrand

Jim Witiuk

_Elaine Holestine

John Mitchell

Harold Kozeluh

Arlene Nicol

Perry Ogibowski

Kelly Sankar

Karen Sklavenitis

Harold Slippert

Malcolm Thomson

Diana White

Bernie Atamanchuk

Michelle Masserey

Nancy Quiring

Robert Ziegler

Bernard Christophe

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 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**

Full-time and regular part-time 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. (This shall be interpreted to mean hours worked or paid). 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-1.01 The Company agrees to pay one hundred per cent (100%) of the premiums for the Group Insurance benefits for eligible employees.

Sick Leave

A-1.02 (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 regular 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 regular 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. In order for regular part-time employees to get sick pay credit for vacation time purposes under this section A-1.03(D) and A-1.03(F) below, when taking vacation, time off without pay, he must give in writing to the Store Manager a letter indicating the weeks of time off for vacation purposes, he intends to take.

(E) Regular 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 she has not yet obtained a required doctor's certificate.

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

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).

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 Employment 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 E.I. 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.

A-3 Long Term Disability Benefit

A-3.01 Effective August 9, 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 five hundred dollars (\$1,500.00) for new disability

claims commencing after November 21, 1993, 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 her benefit under the Company's Weekly Indemnity Plan and the benefit payable (if any) from Employment 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.

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".

A-5 MANITOBA SAFEWAY / UFCW HEALTH & WELFARE TRUST FUND

The Company agrees to make a cents per hour contribution to a Jointly Trusteed Health and Welfare Fund for Canada Safeway Limited employees employed in Stores in Manitoba, subject to the following:

A-5.01 The Company and the Union agree to the establishment of a Jointly Trusteed Health and Welfare Fund to replace all existing benefits provided by the contracts Canada Safeway Limited has with its current Carriers including: Weekly Indemnity, Life Insurance, Major Medical, Out-of-Country Medical Insurance, Prescription Drugs, and Long-term Disability coverage (full-time employees only), not including A-1.02 and A-1.03 Sick Leave. This Fund will come into effect January 2nd, 2000, or a later date mutually agreeable between the Union and the Company.

A-5.02 Existing benefits (as listed above in paragraph 1) will continue to be provided by the Company until the Fund becomes established. The Company will transfer their responsibilities for the benefits provided by the contracts Canada Safeway Limited has with its current Carriers to the Fund when the Fund is established and on that date the Company shall cease to provide the benefits set out in paragraph 1.

A-5.03 The Company agrees to calculate the current costs of their existing benefits for all employees in the Bargaining Unit for the calendar year 1998, including the cost of administration. The cents per hour contribution shall be determined by dividing

the costs for the fifty-two weeks ending January 2, 1999 by all bargaining unit hours (the same hours that the Company shall pay contribution to the Fund as defined below) for the fifty-two weeks ending January 2, 1999. The Company shall pay this cents per hour contribution for regular hours paid, sick pay (not including Weekly Indemnity), full-time employee's vacation (as entitled under subsection 11.03), and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit commencing January 2nd, 2000, as set out in paragraph 1 above. Such contributions will be forwarded to the Trust within 21 days following the Company's four (4) or five (5) week accounting period.

A-5.04 The Union agrees the Company shall not be required to increase its contributions before December 31st, 2002.

A-5.05 The Company's contributions will be held in a separate Fund to provide benefits only to Safeway employees employed in the Province of Manitoba. It is understood all administration and benefits expenses will be paid by the Fund.

A-5.06 The Company agrees to make available to the Union or a consulting Actuary selected by the Trustees all relevant information and insurance contracts to accurately determine the costs of benefits. The Company will make available the benefits experience in the calendar years of 1997 and 1998.

A-5.07 The Board of Trustees shall be comprised of two (2) representatives appointed by the Company and two (2) representatives appointed by the Union. Reasonable expenses of the Trustees will be reimbursed once the Fund has been established.

A-5.08 The Trustees shall establish a Trust Agreement, and, a Plan text (if possible) prior to June 30th, 1999, unless this time period is extended by mutual agreement of the Trustees.

A-5.09 The Board of Trustees shall have the power to hire a Consultant and Actuary and/or an Administrator or such other professionals to advise the Trustees on the establishment of this Fund. The cost of said professionals shall be paid from the income of the Fund once it becomes effective.

A-5.10 If the Company and the Union and their respective Trustees reach an impasse or deadlock in the establishment of a Trust Fund, or any other issue related to the establishment of this Trust Fund, either the Company Representatives or the Union Representatives may take the matter to arbitration, as indicated in Section 27 of the Collective Bargaining Agreement.

A-5.11 The Company agrees to be responsible for any costs incurred by any legitimate claims

which were caused by events or disability which occurred prior to January 1, 2000 or such later mutually agreed date.

A-6 MANITOBA UFCW / SAFEWAY HEALTH AND WELFARE TRUST FUND (PART-TIME)

A-6.01 The Company and the Union agree to establish a jointly trustee Part-time Employees Health and Welfare Trust Fund for part-time employees employed at Canada Safeway Limited, in the Province of Manitoba, who are not now or in the future covered by the existing Health and Welfare Group Insurance benefits as contained in Appendix A.

A-6.02 The company agrees to contribute five (5) cents per hour effective January 3, 1999 (an additional one cent per hour effective January 7, 2001) for all regular hours paid, sick pay (not including Weekly Indemnity) full time employee's vacation as entitled under subsection 11.03 and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit to finance the Fund. The Fund shall become effective no later than six (6) calendar months after contributions have begun to be paid, unless by mutual agreement the effective date is extended.

The Company's contributions will be held in a separate fund to provide benefits only to actively employed Safeway employees in the Province of Manitoba. It is understood all administration and benefit expenses will be paid by the Fund.

In addition the Company agrees to pay to this Fund on a one-time payment basis any monies not required to fund the past service pension increases referred to in section A-8.05 Pension.

In addition to the above the Company agrees to increase contributions to the fund by an additional one cent/hour effective January 2, 2000 and January 7, 2001 provided the Actuary of the Dental Plan determines that the one cent per hour on the two dates above are not needed to maintain the current fee guide.

A-6.03 The benefits in terms of type and level will be as determined by the trustees with a first priority to be part-time sick pay.

A-6.04 The establishment of the Fund, in so far as the number of trustees, and appointment of same, shall follow the same steps and produce the same kind of documentation

such as Declaration of Trust and Plan Text; and follow the Utilization of Professionals as Consultants, etc. as described in the other document (Manitoba/Safeway Health & Welfare Trust Fund).

A-7 Manitoba Food & Commercial Workers Dental Plan

A-7.01 The Company agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of twenty-nine (29¢) cents per hour for regular hours paid, sick pay (not including weekly indemnity), full-time employees' vacation, as entitled under subsection 11.03, and general holidays, to the maximum of the basic work week in respect to all employees in the bargaining unit. If required to maintain the current fee schedule as determined by the actuary of the plan, the Company agrees to make additional cents per hour contributions, for all hours indicated above as follows:

1¢ per hour effective January 2, 2000
1¢ per hour effective January 7, 2001.

It is agreed that the maximum hourly contribution paid by the Company will not exceed that paid by the major unionized competitor. These additional cents per hour payments are subject to the provisions of section A-6 (2).

A-7.02 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.

A-7.03 It is agreed that in the event the Government of Canada or the Province of Manitoba provides a non-contributory Dental Care Plan 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 Plan 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-7.04 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-8 PENSION PLAN

A-8.01 The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan the sum of sixty-one cents (61¢) per hour effective January 4, 1998, (and any

additional increase that may occur in accordance with the Master Agreement as indicated in A-8.04, during the term of this Agreement, that may be signed by the Company) 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-8.02 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-8.01, 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-8.03 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 (June 29, 1987 for Neepawa and Portage la Prairie employees), 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 (June 29, 1987 for Neepawa and Portage la Prairie employees) and his benefits thereunder shall be as set forth in Article II, Section 3, of the Plan, entitled "Withdrawal from Plan".

A-8.04 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.

A-8.05 The Company agrees to pay \$2.8 million to the Canadian Commercial Workers Industry Pension Plan to purchase up to thirty-eight dollars (\$38.00) per month per year of service for employees for all credited years before January 1, 1978 for current employees who were hired prior to January 1, 1978. The Company agrees that any surplus funds not utilized to pay for the payment of this above past service shall be paid into the Manitoba UFCW/Safeway Health & Welfare Trust Fund (Part-time) section A-6.

The Company agrees to pay this \$2.8 million no later than December 31, 1998.

A-9 General

A-9.01 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.

**APPENDIX B
WAGES SCALES**

B-1 2nd Assistant and Produce Manager

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 480	17.24	17.24	17.24
over 480	18.44	18.69	18.94

B-2 Head Cashier (as designated by management)

Hours	Nov.15, 1998	May 9, 1999	May 14, 2000
0 - 480	16.36	16.36	16.36
over 480	17.46	17.71	17.96

B-3 Meat Department Manager

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
	19.47	19.72	19.97

B-4 Meatcutter

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 640	9.24	9.24	9.24
641 - 1280	10.49	10.49	10.49
1281 - 1920	11.74	11.74	11.74
1921 - 2560	12.99	12.99	12.99
2561 - 3200	14.24	14.24	14.24
3201 - 3840	15.49	15.49	15.49
3841 - 4320	16.74	16.74	16.74
Over 4320	18.69	18.94	19.19

B-5 Bakery Department Manager

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
	19.47	19.72	\$19.97

B-6 Journeyman Baker

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
	18.69	18.94	19.19

B-7 Bakery Operator

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
	18.28	18.53	18.78

B-8 Bakery Production

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 480	10.14	10.14	10.14
481 - 960	11.21	11.21	11.21
961 - 1440	12.33	12.33	12.33
1441 - 1920	13.35	13.35	13.35
1921 - 2400	14.42	14.42	14.42
2401 - 2880	15.49	15.49	15.49
Over 2880	17.26	17.51	17.76

B-9 Ice Decorator

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 640	8.70	8.70	8.70
641 - 1280	10.71	10.71	10.71
1281 - 1920	12.72	12.72	12.72
1921 - 2240	14.73	14.73	14.73
Over 2240	17.44	17.69	17.94

B-10 Doughnut Fryer /Bakery Clean-up

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 640	8.70	8.70	8.70
641 - 1280	10.74	10.74	10.74

Over 1280	13.48	13.73	13.98
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B-11 Sales / Service Clerk

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	7.59	7.59	7.59
501 - 1000	8.84	8.84	8.84
1001 - 1500	10.09	10.09	10.09
1501 - 2000	11.34	11.34	11.34
2001 - 2500	12.60	12.60	12.60
2501 - 3000	13.85	13.85	13.85
3001 - 3500	15.10	15.10	15.10
Over 3500	17.05	17.30	17.55

B-12 Floral Clerk: Variety Clerk: Refreshment Centre Clerk; Store Records Clerk

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	7.59	7.59	7.59
501 - 1000	8.88	8.88	8.88
1001 - 1500	10.18	10.18	10.18
1501 - 2000	11.47	11.47	11.47
2001 - 2500	12.76	12.76	12.76
2501 - 3000	14.06	14.06	14.06
Over 3000	16.05	16.30	16.55

B-13 Pharmacy Technician

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	7.59	7.59	7.59
501 - 1000	8.88	8.88	8.88
1001 - 1500	10.18	10.18	10.18
1501 - 2000	11.47	11.47	11.47
2001 - 2500	12.76	12.76	12.76
2501 - 3000	14.06	14.06	14.06
3001 - 3500	15.80	15.80	15.80
Over 3500	17.05	17.30	17.55

B-14 Trainees

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	7.10	7.20	7.30
501 - 1000	7.51	7.62	7.73
1001 - 1500	7.92	8.04	8.16
1501 - 2000	8.33	8.46	8.59
2001 - 2500	8.74	8.88	9.02
2501 - 3000	9.15	9.30	9.45
3001 - 3500	9.56	9.72	9.88
3501 - 4000	9.97	10.14	10.31

4001 - 4500	10.38	10.56	10.74
4501 - 5000	10.79	10.98	11.17
Over 5000	11.65	11.85	12.05

B-15 Meat Production / Bakery Production Trainees

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	8.10	8.20	8.30
501 - 1000	8.51	8.62	8.73
1001 - 1500	8.92	9.04	9.16
1501 - 2000	9.33	9.46	9.59
2001 - 2500	9.74	9.88	10.02
2501 - 3000	10.15	10.30	10.45
3001 - 3500	10.56	10.72	10.88
3501 - 4000	10.97	11.14	11.31
4001 - 4500	11.38	11.56	11.74
4501 - 5000	11.79	11.98	12.17
Over 5000	12.65	12.85	13.05

B-16 Courtesy Clerks

Hours	Nov. 15, 1998	May 9, 1999	May 14, 2000
0 - 500	6.40	6.50	6.60
501 - 1000	6.93	7.05	7.18
1001 - 1500	7.45	7.60	7.75
1501 - 2000	7.98	8.15	8.33

Over 2000	8.50	8.70	8.90
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B-17 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-18 Employees shall receive incremental increases to their rate of pay based on the increments as set out in their classification in B-1 to B-16.

The administration of hourly increases for job classifications is based on an employee's accumulated hours of actual work and hours paid (for example, general holiday, bereavement, jury duty, sick days).

B-19 All overscale employees as of the date of ratification shall continue to receive their same overscale employees' rate of pay for the duration of this Agreement. All overscale employees who are required to transfer at the request of the Company to another classification shall keep their overscale premium which shall be added in addition to the hourly rate of pay that the employee is entitled to receive in their classification.

B-20 New Classifications: The classifications of Trainee, Meat Production Trainee and Bakery Production Trainee shall be effective in accordance with Appendix E.

B-21 Courtesy Clerk Classification and Restrictions:

(1) It shall only apply to new employees hired on or after December 2nd, 1985.

(2) (a) The introduction of Courtesy Clerks 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.

- (b) Before scheduling hours of work in a store to a Courtesy Clerk, 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.
- (c) Employees who have an Assurance of hours shall continue to be entitled to same as indicated above, but the Company may, to maintain this assurance of hours, transfer the employee to another store, within a reasonable distance from their previous store or present residence.
- (3) No part-time employees other than Courtesy Clerks can apply for hours to be worked in the classification of Courtesy Clerk, except as indicated in B-22 below.
- (4) An employee classified as Courtesy Clerk will not be scheduled by the Company or called in to work for more than sixteen (16) hours per week. The sixteen (16) hours maximum indicated above can be extended to twenty (20) hours, providing said Courtesy Clerks work one of their shifts on a Sunday and providing the Company assigns Courtesy Clerks to work on Sunday from volunteers and by seniority among Courtesy Clerks.
- (5) The Company agrees to have only one (1) employee per checkstand classified as Courtesy Clerk, to be on duty to a maximum of one-half ($\frac{1}{2}$) hour before store opening and one-half ($\frac{1}{2}$) hour after store closing.

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

- (6) The primary duties of Courtesy Clerks 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.

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

Courtesy Clerks 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.

(7) All the sections of the Agreement shall apply in their entirety to employees classified as Courtesy Clerk, with the following exceptions:

(a) Courtesy Clerks 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 Clerks who are employed after June 29th, 1987 into another classification will not be credited with any hours for the purpose of reclassification (except as indicated in Appendix B-21(8) but they shall go when reclassified to the next higher rate of pay in the classification they have been hired into.

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

(c) A Courtesy Clerk, during the thirty (30) working days assessment as indicated in B-21 (8)(a), will be paid at her current rate of pay. If said employee successfully completes the assessment to Trainee or Meat/Bakery Trainee, she shall be entitled to retroactive pay to the commencement of the assessment period in the amount of the difference between her rate of pay and the rate of Trainee or Meat/Bakery Trainee that she will be classified in, as per Appendix B-14 and B-15. If a Courtesy Clerk is unsuccessful, there shall be no additional compensation paid to her above her regular rate as a Courtesy Clerk.

(8) Courtesy Clerks promoted to Trainee or Meat Cutter/Bakery Trainee

(a) Unless merit, fitness and ability of an employee is greater than other employees working as Courtesy Clerks, seniority shall govern for the purpose of promoting to Trainee or Meat/Bakery Trainee,

after a 30 working day assessment, as indicated in B-21 7(c). The Courtesy Clerk who successfully completes the assessment will be promoted to a Trainee or Meat/Bakery Trainee with a new starting seniority date in the Trainee or Meat/Bakery Trainee classification and will be credited with 50% of his hours in the new Trainee or Meat/Bakery Trainee classification and will then progress to the next hourly level by working or being paid hours amounting to the difference between the credited hours and the hours required to progress to the next level.

- (b) Courtesy Clerks will only be eligible for promotion to Trainees of Meat/Bakery Trainee in their store.

B-22

Part-time Sales/Service Clerk Option to be reclassified as a Courtesy Clerk

The following conditions shall apply:

1. Sales/Service Clerks may opt to be reclassified to the "Courtesy Clerk" classification. The option will be confirmed in writing.
2. Courtesy Clerk positions will be assigned giving preference to seniority from amongst those employees in the store who exercise the option. The part-time seniority list in the store will be used to determine preference.

For the purpose of establishing the employee's seniority on the Courtesy Clerk seniority list, the Company shall recognize her most recent date of continuous employment.

3. An employee reclassified to Courtesy Clerk shall receive the \$8.00/hour rate of pay of the Courtesy Clerk classification except where his career hours are less than 1280, in which event he will slot into the appropriate hourly rate.
4. A Courtesy Clerk who was previously a Sales/Service Clerk, can exercise her seniority to return to a Sales/Service Clerk position in the future. This shall be done on the basis of their previous part-time seniority ranking. It is understood that an employee will only be offered a job she previously performed, i.e. a former cashier would only be offered a cashier job. The 30-day assessment period will not apply.
5. An employee who accepts a reclassification offer in his store on the first opportunity given to him only shall be assigned a part-time seniority date equal to the period of time he was previously classified as Sales/Service

Clerk. If he chooses not to accept the first reclassification offer, he shall be assigned a new part-time seniority date from the date of appointment.

6. An employee who accepts a reclassification offer shall be paid the appropriate rate for the job classification she is assigned to in accordance with her career Service/Sales Clerk hours confirmed at the time the option is exercised.
7. Except where the Company requires a Sales/Service Clerk, on a temporary basis, an employee who exercises his option and who subsequently accepts a reclassification offered will not be allowed the option for a Courtesy Clerk's job for a period of one year from the date he is first reclassified.

WAGES INCREASES

- B-23
1.
 - a) Effective on November 15, 1998, the Company agrees to pay all employees of the Company (except Trainees and Courtesy Clerks) on the payroll of the Company as of November 15, 1998, an across the board wage increase of twenty-five cents (25¢) per hour.
 - b) Effective on November 15, 1998, the Company agrees to pay all employees who are classified as Trainees and Courtesy Clerks, on the payroll of the Company as of November 15, 1998, an across the board wage increase of twenty cents (20¢) per hour.
 - c) The Company agrees to pay retroactivity to all employees on the payroll of the Company on November 15, 1998 at the rate of 25 cents/hour (20 cents/hour for trainees and courtesy clerks) on all hours worked or paid to a maximum of 8 hours/day and 37 hours/week for the period of time from May 17, 1998 up to November 14, 1998.
 - d) The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, short-term disability, long-term disability, workers compensation, maternity leave or paternity leave.
 - e) The Company agrees to pay to eligible employees retroactive pay in the amount indicated above, less required income tax deductions on a separate pay cheque, no later than December 15, 1998.
 - f) In the event the wage increase referred to above results in an employee being placed in an off-scale rate, he shall remain at that

off-scale rate until his career hours qualify him for the next higher rate in his classification. For an employee who is on the top rate of Courtesy Clerk and presently earns \$8.45, that employee shall then have an hourly rate of \$8.65 and shall then be considered overscale for the duration of this agreement and receive an increase in the two subsequent years as indicated in 2 (b) and 3 (b)).

- g) For all employees classified as Courtesy Clerk in the employ of the Company on November 15, 1998, and whose hourly rate of pay is \$6.20, their hourly rate in the scale shall be \$6.40. For employees who are at \$7.30, they shall move to the \$7.50 hourly rate of pay and if they have not accumulated 1,001 career hours, they shall be deemed to have accumulated said 1,001 hours.
2. Effective May 9, 1999
- a) all employees, except Trainees and Courtesy Clerks, whose hourly rate of pay is in the top rate of their classification, or whose hourly rate of pay is above the top rate in their classification (overscale) shall receive an additional increase of twenty-five cents (25¢) per hour.
 - b) Trainees and Courtesy Clerks who are at or above the top rate in their classification shall receive an additional twenty cents (20¢) per hour.
3. Effective May 14, 2000
- a) all employees, except Trainees and Courtesy Clerks, whose hourly rate of pay is in the top rate of their classification, or whose hourly rate of pay is above the top rate in their classification (overscale) shall receive an additional increase of twenty-five cents (25¢) per hour.
 - b) Trainees and Courtesy Clerks who are at or above the top rate in their classification shall receive an additional twenty cents (20¢) per hour.
4. New wage scales shall be as established in B-1 through B-16.

B-24

Northern Allowance for full-time employees (Thompson only)

The Northern Allowance shall be paid to full-time employees after completion of three (3) calendar months of service. This allowance will apply to all hours

worked or paid, including overtime, vacations, General Holidays and also while on sick leave. The Northern Allowance shall be:

Single: forty-four cents (44¢) per hour;

Major Wage Earner: eighty-six cents (86¢) per hour.

Definitions:

Northern Allowance for Single will apply to all full-time employees. Northern Allowance for Major Wage Earner will apply to all full-time employees who are the major wage earner in their family and have so notified the Company, in writing, in notarized statement.

B-25

Northern Allowance for part-time employees

Part-time employees with more than six (6) months' continuous service shall receive a Northern Allowance of thirty-two cents (32¢) per hour for all hours worked or paid.

APPENDIX "C"

**BAKERY PRODUCTION DEPARTMENT
ONLY**

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 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.

APPENDIX "D"

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

D-1.01 The Company agrees to contribute five (5¢) per hour into the Manitoba Food & Commercial Workers, Local 832 Education and Training Trust Fund, and in addition to the five cents per hour above, shall contribute the following additional cents per hour:

- 1¢ per hour additional effective January 3, 1999
- 1¢ per hour additional effective January 2, 2000
- 1¢ per hour additional effective January 7, 2001

The hours for which the Company will contribute said amount will be the same as contributed for the Dental Plan under Appendix A-7.01, and shall be remitted to the Union in the same manner.

APPENDIX E**WORKFORCE RESTRUCTURING,
MAXIMIZING HOURS**

E-1 The intent of this program is to allow the Employer to reorganize and restructure the existing work force and yet to give an opportunity to regular part-time eligible employees to increase their hours of work in the stores, and protect the existing hours of regular part-time employees.

E-2 Maximum Twenty percent (20%) of hours in each store training hours.

A maximum of 20% of all hours worked in the bargaining unit per week in each store shall be designated to be worked by Trainee or Meat/Bakery Production Trainee employees.

In the event that the 20% of training hours is not obtained through the buyout mentioned below, then the hours obtained by employees terminating their employment whether full-time or regular part-time will be used for training hours until the 20% maximum is reached. These two classifications are as indicated in B-14 and B-15.

E-3 The Other 80% of Hours Worked at each store (Regular Rate Hours).

The other 80% of hours worked in the stores shall be given to full-time employees and regular part-time employees who are not in the Trainee or Meat/Bakery Production Trainee classifications in this order of priority. This 80% shall also be available to Trainees or Meat/Bakery Production Trainees under a procedure for promotion to regular part-time employees, as indicated below.

E-4 Reaching 20% of Hours in each store and scheduling group through buyout program

The purpose of the buyout program was to obtain hours of work from current full-time or part-time employees which shall be utilized to reach the 20% training hours objective.

In Winnipeg, Selkirk, Brandon and Thompson, in recognition of the fact that the buyout would not occur evenly on a store by store basis, the Joint Labour Management Committee will have the right to transfer employees from store to store in order to obtain the maximum 20% training hours in the same bargaining unit. Said transferred employees will stay in their same job classifications within their scheduling group.

E-5 Buyout hours obtained - Definition

The buy-out hours obtained will produce 1924 hours from each full-time employee. The

regular part-time hours bought will be determined by averaging the regular part-time hours per week paid, based on the 52 week period ending the month before the effective date of the buy-out.

Full weeks missed by regular part-time employees because of Weekly Indemnity, LTD, WCB, Maternity, and other verifiable disability leaves will be excluded in order to calculate the average regular part-time bought hours over 52 weeks of all regular part-time employees.

E-6 Scheduling of bought hours

The Company will schedule 85% of the bought hours for training hours, to a maximum of 20% of the hours as defined in E-2 and E-4 above. The other 15% are hours available to regular part-time employees for those available and willing to do the work.

E-7 Maximizing Regular Rate Hours for Regular Part-time Employees in the 80% hours Group

When a regular part-time employee terminates his or her employment, or restricts her or his availability, or hours become available because of the termination of a full-time employee, those hours shall be available to regular part-time employees, by seniority in their classification in their Department in the store, to increase their weekly hours, providing they are available to work those hours and are competent to do the normal requirements of the job.

When new hours become available due to the reasons above, the Company agrees to co-operate with the Union and the JLM Committee in reviewing new schedules to maximize hours, providing the new schedules result in no additional hours to the Company and provide the same coverage in a department in a store. If, after these tests have been met, changes to a schedule can be accommodated, then the Company will implement it. The same Company/Union co-operation shall apply in E-8 below. This will not involve the creation of full-time jobs above the ratio and 18.12 is not applicable.

E-8 Maximizing Hours of regular part-time employees by working training hours in their Groups as per E-9

Regular part-time employees in the 80% hours store pool, shall be given an opportunity to maximize their weekly hours of work in addition to their weekly regular hours by working training hours in addition (in the training hours location groupings that they presently belong as indicated in E-9 below). Such training hours will be at the per hour level for Trainees as indicated in B-14 and per hour level for Meat and Bakery Production Trainee as indicated in B-15, up to a maximum of 37 hours per week when

combining their regular hours with their training hours. After one week's notice in writing, said employees shall work the additional training hours for not less than one calendar month, without changing their selection.

The hours worked in their regular classification must take precedence over training hours.

When a trainee is promoted to regular part-time and thereafter in the department, the Company shall in scheduling part-time employees give preference in available hours to senior part-time employees within their department prior to being given to junior part-time employees, insofar as this is consistent with their availability and willingness to perform the work, provided they have the ability to perform the normal functions of the job.

It is understood that when a regular part-time employee obtains training hours, those training hours shall not be added to their regular hours for the purpose of obtaining benefits that could only have been acquired if they had reached a certain level of hours in their original regular part-time classification, except pension and dental benefits. Therefore, a regular part-time employee, if they have not reached top rate, can accumulate separately and not combined, hours in their regular classification and separate hours in the training hours scale, separate and independent from each other. This will not involve the creation of full-time jobs above the ratio and 18.12 is not applicable.

E-9 Training Hours allocations

Training hours will be allocated only in the following grouping:

Front End - Cashier, Customer Service, Cash Office, File Maintenance
 Grocery - Clerk, Records Clerk, Bulk
 Variety - Clerk, Pharmacy Tech
 Post Office Clerk
 Produce - Clerk, Floral
 Meat - Cutter, Production, Seafood
 Meat Sales - Wrapper
 Deli - Clerk
 Bakery Production - All production
 Bakery Sales

It is understood and agreed that training hours available can only exist if employees in one of the above groupings takes the buy-out, or by attrition. (For example, if no-one in the Grocery Department in a store avails themselves of the buyout, the Grocery department therefore will have no training hours available or trainees performing the work and the work will continue to be performed by either full-time or regular part-time employees. In such case, balancing will take place under 4 above.)

E-10 Trainee promoted to regular part-time employee

No trainee shall be promoted to regular part-time, and no employee shall be hired as regular part-time from outside the bargaining unit, unless:

- (a) All the regular part-time employees have had an opportunity to exercise their seniority to maximize any increase in their weekly hours of work in the 80% hours grouping in their classification, in their department in their store, providing they are available and according to E-7 above.
- (b) (i) After all said regular part-time employees who are available to work have exercised their seniority for that purpose, if any regular part-time hours vacated are available, then the most senior training employee who has the ability to perform the normal functions of the job will be promoted to a regular part-time employee.

This shall be interpreted to mean that when the most senior trainee has declared herself to be available on a particular day of the week, but due to extenuating circumstances (i.e. already scheduled, not home to take the call), are unable to accept a call-in for a regular shift, a junior trainee who is available may be allowed to work that call-in shift. However, the most senior trainee would then be offered the promotion in that department. If the senior trainee accepts, then the junior trainee who actually worked the regular shift would not be promoted. In the instances where the senior trainee has declared herself unavailable on the particular day of the week when the regular rate call-in occurred, the Company agrees to meet with the JLM Committee to decide whether the senior trainee's overall restrictions would be workable as a junior regular part-time employee. If it is agreed between management and the JLM Committee that the senior trainee has workable availability for the new position, this employee will be offered the position as above. If it is found that they are not workable, then the employee in decreasing order of seniority will be offered the position, providing their availability is workable. If not, the next employee in decreasing order will be offered the position, etc.

- (ii) A promotion will only occur in cases where there are four (4) or more regular hours to be worked.

The promoted employee will have a new starting seniority date in the regular part-time classification and will be credited with 50% of his/her hours, to a maximum of 1000 hours in the new regular part-time classification and will then progress to the next hourly increase level by working or being paid hours amounting to the difference between his/her

credited hours and the hours required to progress to the next level.

The date of promotion will be the date the first regular hour shift was worked. This clause will be effective Sunday following ratification and will not be retroactive to previous promotions.

- (iii) Management will advise the in-store JLM Committee, at their weekly meeting or before, of promotions to regular part-time and will provide them with a photocopy of the original schedule and a written explanation as to why the promotion was necessary. Training hours must be clearly marked on the schedules with a "T".
- c. Trainees will only be eligible for promotion to regular part-time employees in their store.

E-11 Training hours worked

Employees hired as trainees shall not work more than 16 hours per week.

E-12 Current regular part-time employees no loss of hours

Current regular part-time employees will not lose any regular hours normally worked as a result of the implementation of this program (i.e. Workforce Restructuring, Maximizing Hours).

E-13. Benefits and rights of employees promoted from trainees to regular part-time as indicated in B-21 (8) above.

Trainees or Meat/Bakery Production Trainees who have been promoted to regular part-time as indicated in B-21 (8) above shall have the same rights and benefits in the agreement as regular part-time employees.

E-14 If 20% training hours exceeded

If the Company works more than twenty percent (20%) of the hours at the training rate, then a correction to account for the over-scheduling will take place in the next four (4) week period in the amount equal to the hours over-worked as monitored by the in-store JLM Committee.

E-15 Definition of Regular Part-Time

Regular part-time are employees who belong or are part of the 80% store pool hours.

E-16 Joint Labour Management Committees

A Joint Labour/Management Committee composed of a maximum of two Company representatives and two Union representatives referred to as the Main Committee shall oversee the implementation of this Appendix E and endeavour to resolve any and all problems or issues arising out of the implementation of this program. In addition, a Joint Labour Management Committee shall be appointed in each store composed of a maximum of two employees appointed by the Union and a maximum of two employees appointed by the Company who similarly shall attempt to resolve any and all issues dealing with these problems or issues. It is understood that the store level committees can be overruled by the Main Committee.

The Company agrees that the store Joint Labour Management Committee shall meet every week. The JLM Committee will do the appropriate calculations regarding the number of training hours to be used. It will be the intention of management to schedule the appropriate time to perform their duties to a maximum of one hour uninterrupted during the scheduled shift for the JLM Committee member(s) to complete their calculations, review schedules and for maximizing. The Union appointed committee member(s) will have access to all appropriate information required.

The Company agrees for the implementation of this workforce restructuring and maximizing of hours, to provide the Committee and its members with full disclosure and all information required to carry its mandate.

The Company agrees to include the number of hours worked as a regular employee and the number of trainee hours worked for each week on the computer tape version of the Union dues check-off or p.c. format.

E-17 Effect of Courtesy Clerks on Calculations - Full-time Ratio

It is agreed by the parties, when calculating hours worked in the bargaining unit, that the hours of Courtesy Clerks will not be included in the calculation of the 80/20% pool. Further, it is understood that the Courtesy Clerks will not be included in the 20% Training hours or the 80% regular hours.

In the calculation of the full-time ratio, it is also agreed that the number of Courtesy Clerks will not be included when calculating the total number of employees to determine the full-time ratio as per the Agreement.

E-18 The Company and the Union agree that all parties involved in implementing this Appendix E shall act in good faith and put their best effort to ensure that the goals and opportunities of the program are met.

E-19 The Main Joint Labour Management Committee and certain negotiating committee members to meet with store managers and shop stewards to fully explain all aspects of this program before implementation.

E-20 The Union acknowledges that trainee hours are existing in this agreement because initially these trainee hours were bought by the Company as part of the buyout in 1994.

E-21 Letter of Agreement

1. **Trainee Hours** Any hours worked in meat wrapping and bakery sales (non-production) will be paid at the trainee rate of pay in B-14.
2. Employees who are part-time will be offered a call-in when available on the 6th day in a week excluding Sunday.
3. A split shift shall be defined as two shifts that are spread by a minimum of one-half (½) hour.
4. Split shifts can be any combination of one regular part-time shift and one trainee shift, two regular part-time shifts or two trainee shifts in a department in a job classification worked by a regular part-time employee.
5. General holiday pay for regular part-time shifts shall be paid separately from trainee shifts.
6. The Company and the Union agree in principle to meet and they may in consultation with the JLM Committee prior to a store reaching 20% of trainee hours discuss the balancing of employees between stores.
7. Training hours for the Seafood Department will be included in "Meat Sales - Wrapping" and deleted from the "Meat - Cutter, Production" scheduling group.

It is understood the Company will not be obligated to train Meat Wrappers to cut or prepare fish for wrapping.

8. Vacations, leaves of absences, etc. are not considered restrictions under Appendix E-7.
9. Effective July 3, 1994 (within Departments and jobs), when an employee restricts

himself, that is, he gives up hours that his seniority entitles him to and he was working, the JLM Committee will have within its mandate to use any or all of those hours to maximize the hours of employees who are senior to that employee.

The parties recognize that the hours will be offered only for the duration of the restriction, and are subject to the overall intent of Appendix E.

10. ATTRITION HOURS - APPENDIX "E" - #2 (2nd paragraph)

- a. For the purpose of calculating attrition hours, a regular part-time employee's hours paid will be calculated in accordance with the following formula:

<u>CALENDAR MONTH(S)</u>	<u>% of HOURS PAID</u>
0 - 1	0%
2	15%
3	25%
4	33%
5	40%
6	50%
7	58%
8	66%
9 +	85%

To make the attrition hours calculation, all hours paid during the months the regular part-time employee had hours paid to him will be totalled. Months in which no hours were worked will be counted for purposes of administering the formula in the first eight months of an employee's employment period.

- b. In certain situations where the Joint Labour/Management Committee so concludes, attrition hours may be transferred either within the store from one department to another or from one store to another, or such other solution agreeable to the Joint Labour/Management Committee.

The transfer of hours between departments, for example, may take place where a regular part-time employee terminates his employment.

- c. The parties also agree that should an employee work in more than one classification in the year, the calculation will be adjusted to reflect the period of time spent in the appropriate classification.

For example:

- (i) if an employee who works as a Courtesy Clerk for ten (10) months and then is promoted to a Sales/Service Clerk classification for two (2) months, only the hours worked as a Sales/Service Clerk will be looked at:
- (ii) If an employee works for six (6) months as a Cashier and then works in the Deli Department for six (6) months, then the six (6) months of hours worked as a Cashier will be considered for trainee hours in the Front End Department, and the hours worked in the Deli Department will be considered for trainee hours in the Deli Department.

11. In respect to the one month commitment to accept trainee shifts and call-in shifts, the Company and the Union will meet to resolve problems that arise from the refusal of an employee to adhere to the commitment for the month.

E-22 In the interpretation of the words in Appendix E-10, "no employee shall be hired as regular part-time from outside the bargaining unit", the parties agree the Company can hire employees from outside the bargaining unit for new store or remodeled store openings as has been the Company's practice in the past.

Furthermore, these same words shall not prevent the Company from hiring employees from outside the bargaining unit to fill certain jobs requiring specific skills or certification, for example, floral designer, pharmacy technician.

The Company retains the right to hire skilled employees from outside the bargaining unit to fill immediate staffing needs in a store.

**APPENDIX F
LETTERS OF UNDERSTANDING**

BETWEEN: CANADA SAFEWAY LIMITED, a body corporate carrying on business in the Province of Manitoba, hereinafter referred to as the "Company"

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

F-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 completion 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.

F-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.

F-3 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.

F-4 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.

F-5 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.

F-6 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 1 of this Agreement.

F-7 Legislation changes – right of employee not to work on Sunday.

In the event that the legislation changes with respect to an employee's right not to work on Sunday, the Union agrees to meet with the Company in regard to their competitive position with their major competitor in regard to an employee's having to work on Sunday with a view to reaching a mutually satisfactory resolution.

F-8 The Company agrees to consider requests for part-time employees to transfer to another store for the purpose of receiving additional hours of work.

F-9 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.

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

F-10 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 #1, 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 Collective Agreement, and the Union shall look exclusively to the Purchaser for compliance with the terms of the Collective Agreement.

F-11 Seniority Ranking of Part-time Employees with the same hiring date in a store

When two or more part-time employees or Courtesy Clerks are hired or promoted 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.

F-12 Specifics of Store Management and Shop Stewards Co-operation

- 1) The Store Management should welcome Shop Stewards and employees in their stores bringing complaints or alleged grievances to the attention of the Store Manager.
- 2) The Shop Stewards must appreciate and understand the fact that the Store Manager's duty and responsibility is to run the store according to the Company's policies and specifications.
- 3) Store Managers and Shop Stewards must jointly encourage employees in the stores to have their concerns resolved by the Store Manager and/or Shop Steward on matters dealing with the Agreement.
- 4) The Shop stewards must, in all cases, perform their duties as employees of the Company to the best of their ability, which is the main reason and purpose of their job.
- 5) The Store Managers should introduce new employees to their Shop Stewards, who should be given some time during working hours to talk to and welcome new employees.
- 6) A meeting should take place regularly, or as regularly as necessary, between the Store Manager and the Shop Stewards to discuss any concerns which the employees may have brought to the attention of the Shop Stewards.
- 7) The full-time Union Representatives will encourage the Shop Stewards to approach Store Managers and attempt to resolve concerns at the local store level.
- 8) The Store Managers should, therefore, make every speedy effort to do same.
- 9) If the above Store Manager/Shop Steward co-operation policy breaks down, each side, Management or the Union, will work to restore it to the intent of Section 29 of the Agreement.
- 10) It should be understood by Shop stewards that, although they have an important function to perform as Shop Stewards, they should nevertheless, to the best of their ability, work to achieve the missions and objectives of the Company.

F-13 Union Bulletin Boards are allowed in Safeway stores on the following conditions:

1. The Store Manager, the Union Business Representative and the store Shop Steward will each have a key to the Board.

2. The Boards will be placed in the lunch room, where suitable, or a location in the back room of the store.
3. The Union would assist in the installation of the boards.
4. The Boards will remain the property of the Union and returned to the Union in the event of store closure.
5. The Company can only ensure the same degree of care for the Board as any other general fixture in the store.
6. The posting of Union notices by Union Representatives will continue in accordance with Section 28 of the Agreement, i.e. provided such notice shall first receive the approval of management.
7. Notices of political nature will not be posted.
8. It is understood the Union Bulletin Boards will not be used as a weapon against Safeway during the term of contract or during negotiations for a new agreement. If the Boards are used as a weapon against Safeway, the privilege of the Union Boards in stores will be rescinded.
9. Any change in Division Management's acceptance of the Union Bulletin Boards in the stores will be advised by Industrial Relations to the Chief Officer of the Union.

F-14 Right to grieve termination due to illness or injury

Pursuant to Company policy on terminating employees who are absent from work for twenty-four months or more due to illness or injury, the parties agree to the following:

- a. Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the particular circumstances of the employee in question.
- b. The termination of an employee in these circumstances will not affect her eligibility for benefits under L.T.D. or Pension Plans.
- c. If the parties are unable to agree on the status of the employee, the Company maintains the right to terminate the employee subject to the Union maintaining the right to grieve the validity of such termination.

F-15 New payroll bi-weekly

The Union agrees that the Company may change its payroll to a bi-weekly payroll: that is, paid every second week, and the Union agrees that the Company, if they do so, shall have complied with the Agreement. It may also include a direct deposit. When the Company decides to switch to this other payroll system, it shall follow the following procedure:

- i) Give employees at least 90 calendar days' notice of change;
- ii) Assist employees by advancing one or two weeks' pay in the event of a personal financial hardship, one time only at the beginning of change-over;
- iii) In the event of a direct deposit, it shall pay to the financial institution of the employee's choice, if an employee has a bank account. If the employee does not have a bank account, the Company shall be free to designate such bank location;
- iv) The Company shall provide detailed account of earnings and deductions as previously done.
- v) Union dues shall continue to be calculated and the amount paid on a weekly basis.
- vi) Income tax rates shall be calculated when switching to a two-week pay period as if it were on a weekly period, in accordance with the Department of Revenue.
- vii) Upon written request received at least three weeks in advance to the store manager the Company agrees to deposit in the full time employee's account their vacation pay in the week prior to an employee going on vacation.

F-16 Effect of regular part-time employees working trainee hours in addition to their regular hours as per Appendix E-8 on benefit entitlements in certain sections of the agreement

When a regular part-time employee works both his regular hours and trainee hours as per Appendix E-8, it shall be construed by the parties, for the purpose of this section, to be two separate employees; one who has worked regular hours and one who has worked trainee hours. (For example, an employee who is averaging fifteen regular hours per week and in addition eleven trainee hours per week would qualify for three hours of general pay at the regular rate of pay and three hours of general pay at trainee rates, but shall not be entitled to six hours pay at his regular rate of pay when combining the regular hours and the trainee hours, to make it 26 hours, as he would have been entitled if he had only worked the 26 hours as a regular part-time employee, as contained in section 8.04 of this Agreement). Therefore, the same principle shall apply to other applicable sections of this Agreement.

F-17 Ergonomic Hazards

The Company recognizes the importance of eliminating or reducing ergonomic hazards in the workplace to improve workers' well-being and to prevent injuries.

F-18 Employees working in more than one store

The Company and the Union agree to resolve any perceived favouritism in the assignment of employees to more than one store under article 1.06

F-19 Grocery Clerk -- Cashier duties

The Company intends to review and resolve with the Union any issues where Grocery Clerks are perceived to do Cashiers' duties to the extent that it may regularly take away a shift that could be available to Cashiers. This Letter of Understanding shall terminate on the expiry date of this Agreement.

F-20 Consideration of employees interested in position of Variety or File Maintenance as Back-up or Vacation Relief

Employees who are interested in being considered for a position in Variety or File Maintenance as backup or vacation relief in the store may apply to the Company in writing. The Company agrees to consider such employees for future store needs on the basis of their relative skill and ability. In the event the employees are viewed as relatively equal by the Company, the senior employee will be selected provided the employee is prepared to work different shifts as designated by the Company.

F-21 Full-time Ratio

The Company and the Union agree that the following terms will comprise the understanding of the parties in respect to the administration of Section 7 of the above collective bargaining agreement.

1. An employee will be counted as a full-time active employee for a week in which he works and/or is paid thirty-seven (37) hours in any combination of work, jury duty, bereavement, witness fees, statutory holidays, union leave, vacation leave, sick pay, modified or light duties, and authorized leave of absence, subject to the following:
 - a) in respect of sick pay, an employee will be counted as a full-time active employee for the first week only of a disability where paid sick time is the only entitlement in the week;
 - b) in respect of vacation leave, an employee will be counted as a full-time active employee when they receive a percentage payment instead of full pay and employees who get their vacation pay in a different week from the actual time off;
 - c) in respect of modified or light duties, an employee will be counted as a full-time active employee when he has worked thirty-seven (37) hours in the store.

- d) In respect to leave of absence as referred to above, an employee will be counted as a full-time employee for the first week only. If a full-time employee requests a leave of absence of more than one week, the Company and the Union shall meet to decide whether or not one additional one week leave of absence should be considered as a full-time week.
- 2.. Full-time employees assigned to tasks such as reline crew, training school, etc., who work outside the store will be counted provided they are covered by the Collective Bargaining Agreement and work and/or are paid thirty-seven (37) hours as listed.
 3. If the Company is found to be in violation of the full-time ratio in any week, the Company will pay to the most senior unrestricted part-time employee in the bargaining unit who has less than thirty-seven (37) hours pay in that week the difference between what the employee received in pay and thirty-seven (37) hours of pay for that week in which the violation occurred. It is understood that if the Company is short two employees, then two employees will receive compensation.
 4. If the Company is short for four consecutive weeks, then:
 - a) a full-time position shall be deemed to have been created and the full-time job shall be posted as per Section 19.16 of the Collective Bargaining Agreement; or
 - b) a full-time employee who has been reduced to part-time by the Company, subject to 19.04 (1) and, subject to the Company's determination of the job that is required to be filled, such employee shall be given the opportunity for a full-time job before a job is posted.

A week in which two or more statutory holidays fall shall not be included in the calculation period.

It is also understood in calculating the number of required positions that .1 shall equal one job.

5. The Company will, in good faith, provide data that is as accurate as practicable. Both parties recognize that errors and corrections can occur in a data base as large and complex as the one under scrutiny. Accordingly, the Company accepts the fact that grievance time limits relating to full-time ratio grievances will not be rigidly applied but will be directory. Correspondingly, the Union recognizes that the initial information provided that indicates a violation may upon further review and explanation by the Company indicate a violation does not exist.

F-22 Job Posting

The Company and the Union agree that the following terms will comprise the understanding of the parties in respect to the administration of Section 18.16 of the above collective bargaining agreements.

1.
 - a) **Classification** The classifications posted are listed in Section 18.15 (d).
 - b) **Store Number** The Company will list the store number on single postings. The store location may not be permanent. In multiple postings, the store numbers are not required, but the successful applicants will have the right to decline the job posting without section 18.15 (f) (vii) applying.
 - c) **Department** The department will be listed as distribution code and area (for example #864 Front End).
 - d) **Location** The location will refer generally to the job area (for example cashier, bakery sales counter, meat wrapper).
 - e) **Closing Date** The closing date of the posting will be indicated.
 - f) **Starting Date** The Company will assign starting dates of group postings as close together as possible recognizing that operational and availability variables may exist, but in any case within 15 days of the closing of the posting. The seniority dates of the successful applicants in multiple postings will be ranked based on their original continuous date of hire. This process in itself will reduce the likelihood of common promotion dates.
2. **Who can apply?** Employees may apply for job postings in their classification as outlined in the collective bargaining agreement. This means all Sales/Service Clerks, Food Clerks and Service Clerks may apply for Sales/Service Clerk postings.
3. **What is the employee's rate of pay?** The rate of pay for successful applicants shall be as outlined in Appendix "B" of the collective bargaining agreement. This will also apply to overscale employees as per item B.19 whether the over-scale employee is competent, or whether a training and trial period is required.
4. **If there is no part-time employee in that classification, what happens?** If no-one from the classification applies for the posted position, the Company may fill

the job at its discretion, subject to the normal fair and reasonable requirements under the contract and under normal labour legislation.

5. **What is the process, for the purpose of job posting, for applicants who are on leave of absence?**

Persons on leave of absence and vacation would be required to take the initiative to apply for a potential job posting before leaving for vacation or leave. The terms of the agreement would apply in respect to returning to work within thirty (30) days.

APPENDIX G

New store opening in a city, town or community where Safeway does not presently have a store as of November 15, 1998

In the event of a new store opening in a city, town or community where Safeway does not presently have a store, the Company and the Union agree as follows:

All terms and conditions of the collective bargaining agreement shall apply with the following exceptions:

G-1 Section 7 - Job Security Full-Time Employees. In sections 7.01, 7.02, 7.03 and 7.04, whenever the words and figure "twenty-five (25%) percent" appear, they shall be replaced with the words and figures "eight and six-tenths (8.6%) percent".

G-2 Section 18 Seniority

18.13(b) & (c) shall not apply and shall be replaced with the following:

18.13(b) The following items shall apply in all stores, in all departments; (excluding Courtesy Clerks):

- (1) Section 18.13 notwithstanding, the senior one-third (1/3rd) of the employees in the department, (excluding Courtesy Clerks), 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.
- (2) Implementation of the above minimum guarantee of hours for "the Group" shall be subject to the following definitions and/or conditions:
 - (i) "The Group" shall be calculated based on the total number of part-time employees in the department, (excluding Courtesy Clerks).

This will then produce the number of part-time employees entitled to the minimum guarantee as indicated in 18.13

- (b.1).
- (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.

(3) Part-time employee - no hours

When a part-time employee receives no hours for more than four (4) consecutive weeks, for whatever reasons, he/she shall no longer be included in any manner, in a calculation of a Group, nor shall he/she be entitled to any Guarantee of Hours.

- (4) Hours paid for General Holidays as per Section 8.04 (A), (B) and (C) shall be considered as hours worked for the purpose of satisfying the minimum guarantees in Section 18.13(b) above.

G-3 The following list of departments and the following scales shall apply in the implementation of G-2 above:

- 1) Front End including Cashier, Customer Service, Cash Office and Record Clerk
- 2) Grocery Department including Clerk, Bulk and Variety
- 3) File Maintenance
- 4) Pharmacy Department
- 5) Produce Department
- 6) Meat Sales Department
- 7) Meat Production Department
- 8) Deli Department
- 9) Bakery Sales Department
- 10) Bakery Production Department
- 11) Floral Department
- 12) New Departments as may be established in accordance with the following criteria:
 - a) The Company must notify the Union at least 2 weeks in advance and,
 - b) A new group of products or commodities are to be sold,
 - c) The pre-existing mix of products or commodities is substantially altered to the extent that merchandising, production or staff requirements are substantially altered.

G-4 The number of employees entitled to a minimum guarantee of hours of twenty-four (24) hours, twenty-one (21) hours, or eighteen (18) hours, is to be calculated according to a formula. For example:

Eligible Employees	Number in Group	Hours 24 hours	Received by 21 hours	"Group" 18 hours
1	0	-	-	-
2	1	1	-	-
3	1	1	-	-
4	1	1	-	-
5	1	1	-	-
6	2	1	1	-
7	2	1	1	-
8	2	1	1	-
9	3	1	1	1
10	3	1	1	1
11	3	1	1	1
12	4	1	1	2
13	4	1	1	2
14	4	1	1	2
15	5	2	2	1
16	5	2	2	1
17	5	2	2	1
18-20	6	2	2	2
21-23	7	2	2	3
24-26	8	3	3	2
27-29	9	3	3	3
30-32	10	3	3	4
33-35	11	4	4	3
36-38	12	4	4	4
39-41	13	4	4	5
42-44	14	5	5	4
45-47	15	5	5	5

48-50	16	5	5	6
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G-5 Stores covered under Appendix G will not be required to have one of each of the above-noted Managers per store. In addition, one Second Assistant Manager per store is excluded.

G-6 Appendix B Wages

Delete B-10, B-11, B-12 and B-13 and replace with the following:

Service Clerk - Full Time and Part Time

Hours	Nov.16/1998	May 9 /1999	May 14/2000
0 - 500	7.25	7.35	7.45
501 - 1000	7.65	7.76	7.87
1001 - 1500	8.05	8.17	8.29
1501 - 2000	8.45	8.58	8.71
2001 - 2500	8.85	8.99	9.13
2501 - 3000	9.25	9.40	9.55
3001 - 3500	9.65	9.81	9.97
3501 - 4000	10.05	10.22	10.39
4001 - 4500	10.45	10.63	10.81
4501 - 5000	10.85	11.04	11.23
5001 - 5500	11.25	11.45	11.65
5501 - 6000	11.65	11.86	12.07
6001 - 6500	12.05	12.27	12.49
6501 - 7000	12.45	12.68	12.91
7001 - 7500	14.75	14.99	15.23
Over 7500	17.05	17.30	17.55

Bakery Production and Meat Production Specialists - Full Time & Part Time

Delete B-4, B-6, B-7, B-8, B-9 and replace with the following.

Hours	Nov. 16, 1998	May 9/1999	May 14/2000
0 - 500	8.25	8.35	8.45
501 - 1000	8.72	8.83	8.94
1001 - 1500	9.18	9.30	9.42
1501 - 2000	9.65	9.78	9.91
2001 - 2500	10.12	10.26	10.40
2501 - 3000	10.58	10.73	10.88
3001 - 3500	11.05	11.21	11.37
3501 - 4000	11.52	11.69	11.86
4001 - 4500	11.98	12.16	12.34
4501 - 5000	12.45	12.64	12.83
5001 - 5500	12.92	13.12	13.32
5501 - 6000	13.38	13.59	13.80
6001 - 6500	13.85	14.07	14.29
6501 - 7000	14.32	14.55	14.78
7001 - 7500	16.50	16.73	16.96
Over 7500	18.69	18.94	19.19

G-7 In the event that an employee transfers from Winnipeg to Steinbach, or to a new store not yet covered by this collective bargaining agreement, the Company agrees that the employee's hourly rate of pay shall be red circled and that employee shall not receive less than what they would have earned had they continued to work in Winnipeg under the main agreement.

G-8 Appendix E Workforce Restructuring, Maximizing Hours shall not apply, nor shall any reference in the main body of the agreement to Trainees be applicable in these stores.

TO: THE NEW EMPLOYEE:

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

- 1. Articles of Agreement between the United Food and Commercial Workers Union, Local No. 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.

**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 LTD
(Name of Company)

DATE _____ SIGNATURE _____

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

LETTER OF UNDERSTANDING**Between:****Canada Safeway Limited****and:****United Food & Commercial Workers Union, Local No. 832****POSTAL CLERKS****Postal Clerks Wage Scale**

Hours	Nov. 15, 1998	May 9, 1999
0 - 500	7.40	7.40
501 - 1000	8.00	8.00
1001 - 1500	8.60	8.60
1501 - 2000	9.20	9.20
2001 - 2500	9.80	9.80
2501 - 3000	10.40	10.40
Over 3000	11.70	11.95

1. All employees working in the Postal Outlets shall be covered in every respect by all the terms and conditions of this Agreement.
2. The basic work week for full-time Postal Clerks will be thirty-seven (37) hours per week.
3. Employees classified as Postal Clerks will not work outside of the Postal Outlet on work unrelated to the Postal Outlet. This will not prevent the Company from assigning other tasks to be performed within the Postal Outlet by Postal Clerks, such as handling of utility bills, lottery tickets, miscellaneous tickets, etc.
4. The Company will also designate one employee to be in charge of the Postal Outlet who will receive a premium of Eighteen Dollars and Fifty Cents (\$18.50) per week. In the event the person in charge is absent on one or more of her regularly scheduled shifts, the Postal Clerk designated by the Company to replace that employee will be paid an additional Fifty Cents (50¢) per hour for all hours worked in each additional shift so

assigned.

5. Employees not normally assigned to work in the Postal Outlet may be assigned to the Postal Outlet according to the provisions of this Agreement.

6. In respect to Post Office Managers, the Company shall retain the sole right and function in respect to transfers, promotions and demotions, and the Union agrees that said transfers, promotions and demotions shall not be subject to any arbitration as provided for in Section 27 of the collective bargaining agreement.

7. **CLOSING OF POSTAL DEPARTMENT SPECIAL CONSIDERATION**

Full-time employees of the Postal Department will be given an opportunity, according to their seniority with the Company, to transfer as a regular part-time employee in a sales service clerk classification in a department where they will be given an opportunity to train for a period of up to thirty working days. They shall keep their existing hourly rate of pay until they have worked sufficient hours in their new classification to allow them to receive an additional hourly increase in pay. If the employees refuse the training or if the employee cannot be retrained, the employee shall be paid severance pay equal to one week's pay for each year of continuous full-time service to a maximum of fifteen (15) weeks' pay and shall be considered terminated.

For Postal workers who were part-time employees, except as indicated below, they shall be given an opportunity to become a trainee and shall carry their seniority with the company and keep their hourly rate of pay until they have worked sufficient hours as a trainee to receive a higher rate of pay.

Any part-time Postal workers who previously worked in another area of the store will be dealt with on a case by case basis with the solution of each individual case being by mutual agreement between the Company and the Union.

This Letter of Understanding regarding Postal Clerks is an integral part of the collective bargaining agreement between Canada Safeway Limited and United Food and Commercial Workers Union, Local No. 832, although it is not attached to the collective bargaining agreement

Signed at the City of Winnipeg, in Manitoba, this day of 1998.

FOR THE UNION:

FOR THE COMPANY:

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