



TENTATIVE AGREEMENT SUMMARY

SAFeway MEAT, DELI, AND SEAFOOD DEPARTMENTS

After months of negotiations and a 99% vote authorizing strike action, your union Bargaining Committee returned to the bargaining table with Sobeys to get an agreement that deals with the key areas that UFCW 247 members said mattered most.

Your UFCW Local 247 Bargaining Committee believes this agreement reaches many of the key goals we had for this round of bargaining and **strongly recommends acceptance of the Memorandum of Agreement.**

This agreement has something for all UFCW 247 Safeway members.

An online ratification vote will be held from October 18-20, 2023. Voting details are available on our website at www.ufcw247.com/safeway-bargaining

**TO SEE THE
FULL AGREEMENT**

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SUMMARY

This is a summary of what your union Bargaining Committee achieved and what members will be voting on:

- ✓ **Access to 90 *NEW* full-time Grid B jobs**, guaranteed one per store (page 37)
- ✓ **Highest top rate wage increases in 25 years** (12% by June 2026) (page 49)
- ✓ **Improved Grid B wage scale** with faster rate to the top and NO ONE is frozen at Minimum Wage (page 51)
- ✓ **Improved growth and mobility** opportunities for Grid B
- ✓ **Increased premiums** for AHMC, Deli Assistants, and Relief Seafood Operators (pages 6-7)
- ✓ **Vacation bridging** for Grid A members to capture up to 7 weeks of vacation effective in 2025 (page 10)
- ✓ **No concessions or takeaways to members' wages, pension, medical, or dental benefits**
- ✓ **Maintain ATOs** for current members
- ✓ **Voluntary severance offered to Grid A** employees (excluding Key Personnel) (page 33)
- ✓ Ability for all members to take **10 single-day vacation days** (pages 9-10)
- ✓ **TERM: Stability with a contract term of 5 years with locked-in wage increases** for 2023, 2024, 2025 and 2026. PLUS a wage review to negotiate a better wage scale and more increases in 2026 and 2027 with a guaranteed 2% wage increase. (pages 48-49)

**SCAN THE CODE
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FULL AGREEMENT
& VOTING DETAILS**



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MEMORANDUM OF AGREEMENT

BETWEEN:

SOBEYS CAPITAL INCORPORATED (Safeway Operations), a body corporate carrying on business in the Province of British Columbia, hereinafter referred to as the "Company"

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 247, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Subject to ratification by the Union membership, the above mentioned parties agree to renew the current Collective Agreement which expired on March 31, 2023, as is, except for the following changes, as attached, which are to be included as part of the new Collective Agreement. The Union Bargaining Committee unanimously recommends acceptance of this proposed agreement by the bargaining unit.

Errors and Omissions Excluded.

ENTIRE AGREEMENT - Housekeeping

Gender Neutral Language - Change references throughout the Collective Agreement from he, she, he/his, his, her, his/her(s), him, to they, their, them or employee (Gender Neutral terms).

Article 3 – Union Shop

Amend to read as follows:

3.01 The Employer agrees to retain in his employ, within the bargaining unit as outlined in Article 2, only **active** members of the Union in good standing.

The Employer shall be free to hire new employees. **All employees shall, as a condition of employment become and maintain active membership as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward to the Union office fully completed and signed.** 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 within one (1) week after employment and become members within thirty (30) days.

3.02 The Employer agrees to provide each new employee at the time of employment with **material** a form letter outlining to the new employee his or her **their** responsibility in regard to Union Membership **as supplied by the Union.** , and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter **material**, along with the employee's date of hire and store location. This information and the location of employment shall be forwarded to the Union not later than one (1) week after a new employee has been hired. The Employer will have new employees sign the Check-Off and Union Membership Application upon successful completion of training/orientation.

The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month **a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period.**

3.03 The Employer agrees to not employ persons who have full-time jobs with other employers, except in emergency when qualified help is not available.

The right to hire employees is vested in the Employer. When the Employer intends to fill a vacancy with a Journeyperson meat cutter, it will extend to the Union an invitation to provide the Employer with suitable applicants and such applicants will be given due consideration. The acceptance or rejection of applicants proposed by the Union shall not be subject to the Grievance and Arbitration Procedures of the Collective Agreement.

Article 4 – Deduction of Union Dues

Amend to read as follows:

4.01 The Employer agrees to **automatically** deduct from the wages of each employee, ~~upon proper authorization from the employee affected~~ **covered by this Agreement**, such initiation fees, union dues, fines and assessments as are ~~authorized~~ **may be adopted and designated by** ~~regular and proper vote of the membership of the Union.~~ The Employer further agrees to ~~automatically deduct union dues from the wages of all new employees.~~

Each new employee, ~~at the time of hire~~ **as a condition of employment**, shall ~~sign an authorization for Union dues deductions~~ **complete and sign a membership application** which shall be sent to the Union Office. The Union will supply the appropriate form. It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy.

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month and accompanied by a ~~written~~ statement **showing each employee's name, employee number and social insurance number, department and store number** ~~of the names of the employees for whom the deductions were made and the amount of each deduction.~~ ~~Union dues~~ **Such deductions** shall be shown on the **employees' T-4 slips.** **Furthermore, in this report the Employer agrees to provide to the Union, mailing address including postal code, landline and/or mobile telephone numbers, email address, hire date and termination date of all bargaining unit employees.**

In the event of a change in the amount of union dues or assessments or in the levying of a fine, the Union will give the Employer at least three (3) weeks prior notice of the effective date of the change or deduction.

Article 5.04 - Relief Staff Scheduling

Amend 5.04 to read as follows:

Relief Staff employees who have been assigned to work full week(s) of relief shifts in one store, shall receive their schedule at the same time as the other employees in that store.

Head Meat Cutters or their replacements shall forward known requests for relief staff to the Employer when the schedule is posted. These requests shall be assigned by seniority as they are received. In order to give the relief staff as much advance notice as possible, subsequent requests shall be forwarded to the Employer as they become known. These shifts shall be assigned to the relief staff employees **by the Employer** in order of seniority as they become available. The following procedure will be used:

1. **The Employer will endeavour to schedule** employees ~~will receive the~~ maximum number of shifts in a single store **each week**.
2. Consideration will be given to assigning shifts in stores as close as possible to the employee's home.
3. In order to reduce the number of changes to the relief staff employees' schedules, the Employer will advise the employees of their shifts as they are assigned giving consideration to the above.
4. Relief Staff employees **will be scheduled in accordance with the collective agreement**. ~~who do not have seniority to be assigned their shifts in advance will receive their schedule for the following week with their pay cheque. Thereafter, individual shifts will be assigned by seniority as they become available.~~

Article 5.10 -Personal Time Off – Grid A Only

Should the Store Manager or Assistant Manager offer a full-time employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purposes of accumulating Sick Leave, A.T.O., Vacations and Statutory Holidays.

Article 5.17 - Time Recording Device

Amend 5.17 to read as follows:

~~Notices which detail the procedure and payroll codes for claiming all premiums shall be posted by the time recording device.~~

The Employer shall provide a time recording device to enable employees to record their time for payroll purposes. Time recording devices shall be installed and used, ~~and the time cards will be used~~ for payroll purposes.

Where a grievance arises involving time worked, the Union will, upon request, be **provided the** time and attendance records involved.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked, **subject to the Employer's rounding rules**. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

Notwithstanding anything to the contrary in the Collective Agreement, the Employer will apply a five (5) minute leeway on either side of the shift start and end punches on the timeclock. This leeway applies only to how the shift is paid and not in determining if the employee was tardy.

ATO accumulation and premium pay accrual will continue to be calculated based on hours of work and will not be impacted by the implementation of the Employer's rounding rules.

Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees shall not record time worked for another employee. Employees who fail to record all time worked in the manner required by this Article, shall be disciplined as follows:

- 1st time disciplined - 1 week's suspension without pay
- 2nd time disciplined - 2 weeks' suspension without pay
- 3rd time disciplined - termination of employment

Suspensions shall be implemented within one (1) month of notification by the Union to do so, unless a longer period is mutually agreed upon by the Union and the Employer, or in the event, that the requested suspension becomes subject to the Grievance Procedure.

Any employees terminated for reasons above shall not be entitled to notice or pay in lieu of notice under Article 16.

Article 5.19 - Accumulated Time Off (A.T.O)

Amend 5.19 to read as follows:

The following language only applies to Grid A employees employed prior to the Date of Ratification. Meat Cutters hired and promoted on or after SFR 2023 who are placed on the Grid A Meat Cutter scale shall not accrue ATO:

Regular Grid A Full-time employees shall accumulate four (4) hours paid time off for each basic work week completed. Employees will be advised of their accumulated paid time off entitlement on a weekly basis. The employee's accumulated time off shall be shown on the employee's pay stub. Basic work weeks shall be those described in Article 5.18. All employees eligible for accumulated paid time off shall accumulate four (4) hours for all weeks of paid vacations when taken.

A.T.O. days shall, in the week in which they are taken, be considered as hours of that basic work week. ~~When~~ **Wherever possible, if** an employee has accumulated eight (8) hours, they ~~shall~~ **are eligible to** receive a day off with pay ~~to be scheduled by Management within the next four (4) weeks,~~ such day to be combined with the employee's regular day off when it does not interfere with the efficient operation of the store. Sunday can be considered as a "regular day off" for purposes of combining days off.

An employee who terminates or is terminated or reverts or is reverted from full-time to part-time status shall receive payment for any hours of paid time off accumulation to which they are entitled.

5.21 Daily Guarantee

Full-time Employees

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Article 16, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift notwithstanding Personal Time Off granted per Article 5.10.

Part-time Employees

Part-time employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours' pay. An employee who is called for work, and upon reporting finds that their services are not required, shall receive two (2) hours' pay. **An employee who is called for work and scheduled for more than eight hours, upon**

reporting, finds that their services are not required, shall receive four (4) hours pay.

Article 5.22 - Statutory Holidays

Amend 5.22 to read as follows:

The following days shall be considered Statutory Holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments on any such holiday proclaimed. and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Article.

Balance unchanged

6.04 Head Meat Cutter Relief/Assistant Head Meat Cutter Relief

- a) **Effective SFR**, a Meat Cutter assuming the responsibility of a Head Meat Cutter shall receive ~~one~~ **two** dollars ~~and sixty one cents (\$1.61)~~ **\$2.00** per hour for each full eight (8) hour shift. This shall not apply to an Assistant Head Meat Cutter relieving a Head Meat Cutter.
- b) **Effective SFR**, an Assistant Head Meat Cutter shall be designated in each store which employs three (3) or more meat cutters. The Assistant Head Meat Cutter shall receive a premium of **thirty two dollars** ~~twenty seven dollars (\$27.00)~~ **\$32.00** per week for performing this function, or the ~~one~~ **two** dollars ~~and sixty one cents (\$1.61)~~ **\$2.00** per hour for each full eight (8) hour shift relief whichever is greater.
- c) In the event that the designated Assistant Head Meat Cutter assumes the responsibility of the Head Meat Cutter for more than one (1) week or if the regular Assistant Head Meat Cutter is absent

for any reason for more than one (1) week, a temporary Assistant Head Meat Cutter shall be designated and shall be paid the Head Meat Cutter differential when relieving a Head Meat Cutter in accordance with the foregoing provisions.

6.05 Seafood Department Operator

An employee responsible for the operation of the Seafood Department shall be paid additional compensation of twenty-seven dollars (\$27.00) per week.

Effective SFR, an employee who assumes the responsibility of a Seafood Department Operator shall receive ~~one-fifth~~ **one dollar (\$1.00) per hour** of the additional compensation in this sub-section for each full eight (8) hour shift relief.

6.06 Deli Manager Relief

Effective SFR, an employee who assumes the responsibility of a Deli Department Manager shall receive ~~twelve dollars and eighty cents~~ **two dollars (\$2.00)** per day ~~hour~~ for each full eight (8) hour shift relief or ~~thirty two~~ **thirty two** ~~twenty-seven dollars (\$27.00)~~ **\$32.00** per week, whichever is greater.

Article 7 – Retail Meat Industry Pension Plan

Amend as follows:

Pension Contributions over the age of 71:

Divert employer’s contributions to members over the age of 71 to the Health and Welfare Trust.

Article 8.05 – Health, Safety, Education and Training Fund

Amend to read as follows:

Effective **Sunday following ratification** ~~Sunday after ratification 1997~~ the Employer shall remit monthly contributions to the above Fund on the basis of ~~ten~~ **nine** cents (\$~~0.409~~) per hour multiplied by the number of hours worked by all employees.

Employer contributions shall increase in accordance with the following table by one cent (\$0.01) per hour the first Sunday in April 2017 and increase a further one

~~cent (\$0.01) the first Sunday in April each year thereafter until Employer contributions become 20 cents (\$0.20) per hour:~~

Effective Date	New Contribution Rate (per hour worked)
October 4, 2026	10 cents (\$0.10)
October 3, 2027	11 cents (\$0.11)

Article 9.04 – Weekly Indemnity Benefits – Grid A

Amend 9.04 to read as follows:

The Employer shall pay the cost of providing these benefits. Weekly Indemnity Benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or sickness or where no hospitalization is involved, the fourth (4th) day of absence **from consecutively scheduled shifts** due to sickness or accident with a twenty-six (26) week benefit period.

Balance unchanged

Article 9.06 Health and Welfare Plan

Employees on L.T.D. shall receive earned vacation leave pay at the expiry of thirty-nine (39) weeks of continuous illness **upon return to work or termination of employment.** and such payment shall not reduce their L.T.D. benefits.

Article 10 – Vacations With Pay – Grid A

10.06 Where an employee has worked throughout a calendar year, but for less than seventeen hundred (1700) hours of that calendar year so that they have not earned an annual holiday, and where their employment has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that they had not earned an annual holiday, an amount equal to four (4) percent of the employee's total wages and salary earned during the calendar year. Such employees shall be entitled to two (2) weeks' vacation.

The employees must advise the Employer by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon.

Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Article 9.

Grid A & B:

The pay to which the employee is entitled pursuant to this Article shall be paid to the employee in March after the completion of the calendar year, or, as an alternative, employees may wish to delay the payment of their earned vacation pay until their scheduled vacation, provided they notify the payroll department of the Employer, in writing, by December 31st of the previous year on forms provided by the Employer.

An employee may rescind their notice to the Employer after December 31st and request to be paid out their vacation balance in advance. Such a request will not be unreasonably denied.

Amend 10.09 to read as follows:

Single Day Vacation

Any employee who is entitled to vacation time off may request to take ~~one (1) week~~ **up to two (2) weeks** of vacation and break it into five (5) **or ten (10)** Single Day Vacation days off.

These vacation days off shall be granted by seniority on the following basis:

Single Day Vacation requests approved during the annual vacation selection process shall have preference over RTO, ATO and TAB.

Employees may request their days off be consecutive with the Single Day Vacation Day.

Only one (1) single vacation day may be taken per week.

Single Day Vacation will be selected in the following process:

- Employee must declare that they wish to break one week **or two (2) weeks** of their vacation into single days prior to the commencement of the vacation selection process.
- All single day vacation days shall not count toward the total number of employees off each week.

- Single-day vacation days are subject to the operational needs of the store and in the case of multiple requests, the request will be denied in order of reverse seniority.
- Single Vacation Days will be selected at the end of the vacation selection process in order of seniority.

If an employee is transferred into a store while the selection is in progress, the employee shall be slotted into the selection process by seniority.

The vacation selection procedure shall be completed and the final list shall be posted no later than December 15.

Article 10.14 Vacation Bridge

Add the following to Section 10.14:

Any Grid A employee who did not meet one thousand seven hundred (1700) hours at any time in their career, will now have those years bridged for the purposes of vacation entitlement.

If this results in additional weeks of vacation, those shall be scheduled as unpaid in the 2025 vacation year and paid starting in the 2027 vacation year.

Grid A employees will be required to work one thousand seven hundred (1700) hours a year to count towards their next week of vacation for future vacation entitlement weeks.

Add to MOS: For example, if an employee has 25 years of service at ratification 2023 and they have worked eleven (11) years at one thousand seven hundred (1700) hours or more, they would be eligible for 4 weeks of vacation. If this employee works 2 more years at one thousand seven hundred (1700) hours or more, they will achieve their 5th week of vacation the following year.

Article 11 – Leaves of Absence

Amend 11.01 to read as follows:

The leaves of absence specified in Article 11 may be pyramided and combined with vacations to a maximum of ~~three (3) years~~ **two (2) years** in duration.

For leaves of absence of less than four (4) weeks, the employee must pay the cost of their benefits existing at the time of the leave for the term of the leave.

For leaves of absence of four (4) weeks or more, employees may prepay their M.S.P., E.H.B., H.E.P., Life Insurance premiums. During this period of leave, an employee will not accrue any vacation entitlement. The employee's anniversary date shall be adjusted to reflect the period of leave, and to reflect there is no loss of continuous service for vacation purposes.

While on Leave the employee shall not take employment with any competitor in the food business. Violation of this provision may result in termination.

Article 11.04 – Take-A-Break Leave of Absence

Amend 11.04 to read as follows:

Employees, with two (2) years or more of continuous service are entitled to apply for Take-A-Break leave of absence up to maximum of one hundred and twenty (120) days per year, but not to exceed twenty-four (24) calendar weeks in duration, subject to the following conditions:

1. Application for such leaves must be in writing and are subject to the approval of the Store Manager and Human Resources Department. Every effort should be made to provide as much notice as possible.
2. Requests for Take-a-Break (T.A.B.) Leave of Absence, vacation selections outside of the regular vacation period (Article 10.09), and days off in lieu of statutory holidays occurring during vacations, (Article 10.13) will be granted to all employees provided there is another available employee in the store, or Float/Relief Staff who is capable of doing the work required. **Take-A-Break Leaves will not be granted in July, August and the week of Christmas.**

3. Employees who are eligible for the above TAB leave are eligible to apply to use up to a maximum of fifteen (15) days per year as single day TAB days.
4. The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter. Applies to Grid A only.
5. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

Article 11.07 – Pregnancy Leave

Amend 11.07 to read as follows:

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of any privileges for a maximum of seventeen (17) **consecutive** weeks, **taken during the period that begins no earlier than ~~up to eleven (11)~~ thirteen (13)** weeks prior to the expected ~~delivery~~ **birth** date and ~~at least six (6) weeks after~~ **no later than the actual ~~delivery~~ birth date and ends no later than seventeen (17) weeks after the leave begins.** The employee may choose to delay the commencement of her pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to ~~six (6)~~ **seventeen (17)** consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under point 1 or 2.
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to ~~delivery~~ **birth.**
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week

before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physicians medical certificate stating the employee is able to return to work.

7. Benefit entitlement for the above leaves shall be as required by the B.C. Employment Standards Act.

Article 11.09 – Unpaid Extended Parental Leave

Amend 11.09 to read as follows:

Employees may request an unpaid leave of absence of up to ~~one (1) year~~ **six (6) months** related to the birth or adoption of a child. This leave must commence within

~~one (1) year~~ **eighteen (18) months** of the birth or adoption. Application for this leave shall be in writing and provided to store management at least one (1) month in advance. All other provisions of Article 11.10 shall apply.

Amend to read 11.10 and 11.11 as follows:

11.10 Parental Leave

1. An employee who requests parental leave under this section is entitled to:
 - a) for a birth ~~mother~~ **parent** who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Article 11.06 - up to sixty-one (61) weeks of unpaid leave beginning immediately after the end of the leave taken under Article 11.07 for a total possible combined leave of seventy-eight (78) weeks.
 - b) for a birth ~~mother~~ **parent, other than an adopting parent**, who does not take a leave under Article 11.07 in relation to the birth of a child - up to sixty-two (62) weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event.
 - c) ~~for a birth parent - up to sixty-two (62) weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event.~~

- dc) for an adopting parent - up to sixty-two (62) weeks of unpaid leave beginning within seventy-eight (78) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
 3. The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
 4. Benefit entitlement for the above leaves shall be as required by the B.C. Employment Standards Act.

11.11 Funeral and Bereavement Leave – Grid A & B

In the event of death of a ~~brother, sister~~ **sibling**, ~~mother-in-law, father-~~**parent-** in-law, ~~sister-in-law, brother~~ **sibling**-in-law, **grandparent** ~~grand-~~**mother, grandfather**, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement and/or the time of service.

Employees may split their entitled time off between bereavement and time of service.

All family members listed in this Article shall include “step” family members. For example, ~~father~~ **parent** also includes step-~~father~~ **parent**.

In the event of ~~the~~ death of a spouse, **parent, legal guardian** ~~father, mother,~~ or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be rescheduled at some later date as mutually agreed between the employee and the Employer.

For a part-time employee the compensation shall be at the average hours worked during the preceding four (4) weeks.

An employee's day off will not be used to circumvent funeral leave provisions. This leave may be extended for up to five (5) days by using vacation time, A.T.O., and/or other unpaid leave.

Employees may request up to five (5) working days of vacation time, ATO, or unpaid leave for time off in the event of the death of other family members not listed above.

The above provisions apply to all employees.

Add NEW Article 11.15 Other Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in *The Employment Standards Act*. Eligibility for such leaves will be determined in accordance with *The Employment Standards Act* (British Columbia).

ARTICLE 12 — MISCELLANEOUS

12.01 – Wearing Apparel – Grid A & B

Amend 12.01 to read as follows:

Where the Employer requires an employee to wear smocks or aprons, the Employer shall provide such smocks and aprons free of cost to the employee. Appropriate coats for use in refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer.

The Employer shall provide each employee **two (2) Safeway uniform shirts** ~~whose classification allows the wearing of Lifestyle shirts with two (2) “Lifestyle” shirts each calendar year. If an Employee working in a Specialty Department is not permitted to wear a “Lifestyle” shirt, the Employer shall provide that employee with two (2) shirts appropriate for that employee’s department each calendar year.~~ Employees shall be responsible for laundering and pressing these shirts. Employees who terminate their employment with the Employer shall return all of their shirts to their store.

New employees shall receive one shirt when they are hired and a second shirt within six (6) months.

The Employer will amend their policies to make the wearing of hats or hair nets voluntary. Should any law be enacted or enforced the parties agree that this policy will be amended if necessary to be in compliance.

12.04 – Time Off for Union Business – Grid A & B

Amend 12.04 to read as follows:

Employees chosen for such purposes, shall be given time off with pay in order to attend Union Conventions, or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least ~~one (1)~~ **three (3)** weeks in advance of the commencement of all such leaves of absence. The Employer will bill the Union for wages paid to an employee involved in Union business on the basis of:

1. Full-time employees - wages, pension and dental contributions, plus ten percent (10%) of wages.
2. Part-time employees - wages plus pension and dental contributions.

Upon at least ~~one (1)~~ **three (3)** week's prior notice by the Union, the Employer shall grant one (1) employee a one (1) month's leave of absence without pay to attend to Union business. Such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

Leave of Absence shall be extended up to twelve (12) months, or for a longer period by mutual agreement, where an employee is granted leave for the purpose of acting on the Relief Staff of the Union or is on special organizational assignment for the Union.

Amend Article 12.10 to read as follows:

12.10 Shop Stewards

1. ~~One (1) Chief Shop Steward and one (1) Shop Steward per department may be elected or appointed by the Union from time to time and the Union will inform the Employer of such elections or appointments~~ **There shall be one (1) shop steward per department with a maximum of three (3) shop stewards per store. Shop Stewards will be appointed by the Union.**

2. Complaints and grievances of a minor or emergency nature may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 17 and 18.
3. The Shop Steward may raise grievances and complaints with the designated representative of the Employer on Company time during regular working hours.
4. When a Shop Steward is investigating a complaint or grievance on Company time, they will first notify the Manager.
5. The Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.
6. As far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operation of the department or service to customers.
- ~~7. Shop Stewards may introduce new members to the Union, on their own time, to present membership cards for signature.~~
87. Transfers shall not be used to discriminate against Shop Stewards.

The Employer and the Union agree to recognize a Chief Shop Steward in each bargaining unit or geographic zone as determined by the Union.

The Employer and the Union agree to hold joint Union/Management meetings in each store at least once per quarter - initially with a Union Representative and/or Chief a Shop Steward present. All meetings involving the store Shop Stewards will take place during regular working hours and be paid for by the Employer.

ARTICLE 13 — SENIORITY – GRID A & B

- 13.01** Seniority shall mean length of continuous service with the Employer in British Columbia as a member of UFCW 247.

Any employee who is rehired by the Employer within ninety (90) days of their termination date shall be considered a new employee for the purposes of this collective agreement, except for their rate of pay and experience hours, which shall be maintained in full up to a maximum of

the top rate on the Grid B Wage Scale (Article 6.01), and their vacation entitlement, up to the maximum allowable under Article 10.15 Grid B – Vacation Entitlement.

Note: The parties agree to sign a letter advocating to the Health and Welfare Trustees to waive the waiting period for benefits under Article 9.08 – UFCW Union Health and Welfare Trust and Plan – Grid B for those employees who quit and are rehired under this article of the collective agreement.

Continuous service shall include strikes, lockouts and all leaves of absence from work pursuant to the Collective Agreement. Employees shall retain and continue to accrue seniority during such absences.

~~An employee's seniority date shall be the date on which the employee commences work in the bargaining unit. If two (2) or more employees have the same seniority date, their relative position on the seniority list shall be determined in the following order:~~

- ~~1. — the time of commencement of work,~~
- ~~2. — alphabetically by surname.~~

An employee's seniority date shall be the date of hire. If two (2) or more employees hired after the date of ratification have the same seniority date, their relative position on the seniority list shall be determined by hours worked as of four (4) months from the date of hire.

Should a full-time employee permanently transferred out of the bargaining unit subsequently be reduced to part-time within a period of twelve (12) months from the original date of transfer, they will have the right, upon notifying the Employer in writing, to return to the bargaining unit in which they have seniority rights.

Should a full-time employee temporarily transferred subsequently be reduced to part-time within a period of six (6) months from the temporary date of transfer, they will have the right, upon notifying the Employer in writing, to return to the bargaining unit area in which they have seniority rights.

Article 13: Seniority – Grid A & B

Amend 13.03 to read as follows:

Full-Time Status

A **Grid A** full-time position shall exist for all purposes of the Collective Agreement when an **Grid A** employee has worked an average of thirty-six (36) hours per week (exclusive of replacement hours for an extended absence(s) of W.C.B., W.I., L.T.D. or Leave of Absence) during a ~~thirteen (13)~~ **fourteen (14)** week period in the bargaining unit in the area covered by the Collective Agreement or as a result of Home Store employees retiring (or otherwise leaving the Bargaining Unit). Such **Grid A** full-time positions shall be filled in accordance with Article 13.06. Available hours on the Float/Relief Staff are not considered to be replacement hours. **Grid A** full-time positions on the Float/Relief Staff shall be filled on a seniority basis. Employees shall be notified when they are working or assigned replacement hours. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

If during such ~~thirteen (13)~~ **fourteen (14)** consecutive week period, an employee is temporarily transferred to another bargaining unit of the Union job posting region, such transfer will not void any accumulated service to that point, and upon their return, will resume accumulation of their entitlement to seniority.

Employees (except Float/Relief Staff) who replace absent **Grid A** full-time employees shall not be entitled to status of a full-time employee by reason of such work, but shall be given credit for such relief. In the event, however, that the replacement goes beyond three (3) consecutive months and if the employee has worked an average of thirty-six (36) hours or more per week, the employee may raise the question of whether a **Grid A** full-time position should exist and the issue will be determined in accordance with the following definition: "Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. If an employee working more than thirty-six (36) hours per week for the required period alleges that they are being prevented from working forty (40) available hours, the employee may request an explanation from the Store Manager. If the employee is not satisfied with the explanation, the Union may lodge a grievance in accordance with Articles 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

If it is determined that a **Grid A** full-time position exists, such position will be filled in accordance with Article 13.06. If it is determined that a **Grid A** full-time position does not exist and should the employee continue to work replacement hours for a further twenty-six ~~eight~~ **eight (268)** week period, at an

average of thirty-six (36) or more hours per week, a **Grid A** full-time position shall be deemed to exist and filled in accordance with Article 13.06.

Any **Grid A** employee who becomes full-time pursuant to the preceding two (2) paragraphs must be so advised in writing by the Employer with a copy of the letter going to the Union Office. If such an **Grid A** employee is reduced by the Employer to part-time status before the employee has been a **Grid A** full-time employee for the additional twenty—~~six~~ **eight** (268) weeks, the maintenance of benefits will be subject to the thirty-two (32) or twenty-four (24) hour requirements specified in Article 9. In the event, however, that the employee remains full-time **Grid A** for the additional twenty—~~six~~ **eight** (268) weeks, the employee, if reduced by the Employer, will maintain benefits as described in Article 9 without regard to the hours being worked by the reduced full-time **Grid A** employee.

Once per quarter, the Union may request a ~~thirteen (13)~~ **fourteen (14)** week average hours worked report from the Employer for part-time **Grid A** employees working thirty-six (36) or more hours per week. The Union will be provided with a copy of the report within seven (7) days of the request. The report will be used by the parties to determine the potential for additional full-time **Grid A** positions within each store. Once the report is generated, the Parties will determine if “replacement hours” are a factor in the hours worked to ensure the report identifies true full-time **Grid A** positions. Actual full-time **Grid A** positions identified by this process will be posted in accordance with Article 13.06 of the Collective Agreement

Seniority – Grid A & B

Amend 13.04 to read as follows:

13.04 Meat/Deli/Seafood Clerk Classification

Transfers to another Geographical Area (Lower Mainland)

When a part-time employee wishes to be moved to a new geographic area within the Bargaining Unit as specified in this section for reasons other than maximizing their hours, they shall advise the Employer, in writing, of their wishes.

When there is a vacancy in the geographic area, that vacancy shall be filled on a seniority basis from the list of all employees in the group of the available position who have advised the Employer of their desire to relocate. Once the requested relocation has been completed, the employee shall not be eligible to sign another transfer request for a period of six (6) months, unless their hours are reduced for four (4) consecutive

weeks, in which case a letter may be submitted immediately. The geographic areas for selection shall be:

1. **Downtown Vancouver / North Shore**
Store Nos. 4905, 4908, 4909, 4950, 4958, 4998
2. **Vancouver West / Richmond**
Store Nos. 4901, 4940, 4941, 4942, 4966, 4967, 4976, 4979
3. **Burnaby, Coquitlam, New Westminster**
Store Nos. 4911, 4913, 4917, 4930, 4931, 4936, **4977**, 4980
4. **Surrey, North Delta, White Rock**
Store Nos. 4900, 4903, 4914, 4920, 4939

13.05 Meat Cutter Classification Percentage

~~A minimum of twenty-five percent (25%) of the total paid hours within the Bargaining Unit (exclusive of Asian Kitchen hours) rounded to the next whole number shall be assigned to Meat Cutters at the Meat Cutter rate of pay. The exceptions to this would be:~~

~~No pre-ratification 1997 employee~~ **No Meat Cutter hired prior to the date of ratification** shall be reduced in hours to achieve the ~~25/75~~ **100% Grid B** objective. The above shall not result in less than one (1) meat cutter per store.

~~The percentages of seventy-five percent (75%) full-time Meat Cutter and twenty-five percent (25%) part-time shall remain in place.~~

~~The percentages shall be verified by the Employer in writing to the Union, and adjusted after each four (4) week period [i.e. within two (2) weeks after the period end]. Any employee who loses hours as a result of the Company's failure to initiate the required adjustments shall be compensated for the hours lost.~~

Article 13.06 – Job Posting – Grid A

Amend 13.06 to read as follows:

Full-time Meat Cutters and Meat/Deli/Seafood Clerks and Asian Kitchen Clerks "Home Store" positions that become available as per Article 13.03 shall be posted and filled in accordance with the following procedure:

1. The job posting shall contain:
 - a) The Classification
 - b) The Facility Number and location
 - c) The closing date of the posting
 - d) The effective date of the position
2. Vacant positions as per above, shall be posted on the first (1st) and/or fifteenth (15th) of each month. The parties reserve the right to amend this article by mutual agreement. The available position shall be posted in all Stores within the Region for a period of ten (10) days. A copy of the posting will be forwarded to the Union at the time of posting. The posting shall be returned to the Human Resources Department at the end of the posting period and shall be signed by ~~the Head Meat Cutter~~ and the Shop Steward/Contact Person (or other member of the Region in their absence) to confirm that the posting was publicly displayed for the required period.
3. The applicant must have attained twelve (12) months' seniority.
4. Absent employees who return within two (2) weeks of the closing date of the posting shall be able to exercise their seniority for the available position if they have formally applied for a transfer to the Store on a form supplied by the Employer prior to their absence.
5. Postings shall be filled by seniority.
6. The successful applicant shall not be eligible to apply for another posting for a period of one (1) year from the effective date of the job posting.
7. Applicants may only apply on forms supplied by the Employer. The applications shall be accepted by the Employer up to and including the closing date. The application must be initialed by the Shop Steward/Contact Person or another member of the Bargaining Unit at the time the application is submitted. The successful applicant will be advised of the start date within seven (7) days. The Union will be supplied with a copy of the confirmation sent to the successful applicant.

8. In a store that is temporarily closed and re-opened as a Replacement Store, all employees working in the store prior to the closure will return to the store and be scheduled hours by seniority.
9. If the position is filled by a full-time employee, that employee's position shall be filled as follows:
 - a) In the Lower Mainland a meat cutter back-fill position shall be offered to the relief staff by seniority.
 - b) In all other cases the backfill position will be posted **once** and filled **first** by the most senior part-time employee who applies. **If there are no part-time Grid A applicants then the posting will be filled by the most senior full-time Grid A employee that applies and there will be no further backfill posting.**
 - c) **If there are no applicants for the vacancy then a Grid B transfer opportunity will be posted.**
10. If the successful applicant is on an Approved Leave, the posting will be filled by the next senior applicant on a temporary basis, until the successful applicant returns to work.
11. The successful applicant for a posting or backfill shall not be eligible to restrict their hours for a period of six (6) months from the effective date of the job posting.
12.
 - a) Job postings shall be made available across all stores within each of the following regions:
 - Region 1 – Okanagan/Kootenays and Cariboo/Northern B.C.
 - Region 2 – Hope/Whistler
 - b) All postings shall go up within the region first, and are open to all employees within that region. If the posting goes unfilled, then that posting shall be provincially posted. These areas may be merged further by agreement of the Union and Employer.
13. Asian Kitchen employees hired prior to ratification 2013 (June 13, 2013) are eligible to apply for job postings in the Meat/Deli/Seafood classifications without loss of seniority.

13.10 Head Meat Cutter, Deli Manager and Seafood Operator Reversion–Grid A

Upon written request to the Employer, a Head Meat Cutter may revert to Meat Cutter or Journeyperson status. Such reversion shall be made within thirty (30) days from the date of the request or such later time as may be mutually agreed upon between the Union and the Employer. The Employer shall advise such employee at least one (1) week in advance of the date of reversion to the Meat Cutter position to which they will be assigned within the bargaining unit. It is understood the Employer shall determine the number of such reversions that can take place in any calendar month. The same procedure will apply to Deli Manager and Seafood Operator should they wish to revert to Meat/Deli/Seafood Clerk.

When an employee steps down or is demoted from the position of Head Meat Cutter, Deli Manager, or Seafood Operator, or Assistant Deli Manager (in a Lifestyle Store), the Employer and the Union shall meet to determine placement of the employee as follows:

1. Provided there is no adverse impact on any employee's hours of work, the employee may be returned to the bargaining unit or store in which they were promoted from or previously worked in one of these positions. Regardless of the location the employee returns to, they will return to their original status prior to being promoted to one of these positions with full seniority.
2. The employee may stay in their existing bargaining unit in their original status.
3. The employee may be placed in a new or a replacement store.

In determining the placement of the employee, the Employer and the Union will first consider vacancies in the areas outlined above and give consideration to the request of the employee.

The Union and the Employer reserve the right to deal with any change that arises after the transfer to ensure that no member is adversely impacted at any time due to the transfer of an employee in these positions.

The Employer will provide any successful candidate for a Head Meat Cutter, Deli Manager, Seafood Operator, or Assistant Deli Manager vacancy with a letter outlining the step-down process prior to the employee being placed into that position. The employee will sign a copy of the letter which will then be added to the employee's personnel file and a copy shall be provided to the Union upon request.

Article 13: Seniority – Grid A & B

Amend 13.14 to read as follows:

Article 13.14: Seniority Regions for Store Closure

In the event that the employee cannot maintain employment within the bargaining unit area and to enhance the job security of employees covered by this agreement, effective Sunday after ratification, 1997, the Employer and the Union agree to combine Bargaining Units in the Province into the following Regions to allow employees affected by a permanent closure of their store (i.e., no replacement store is opened), to exercise their seniority into other stores in the region.

Whistler to Hope Region:

4900, 4901, 4903, 4905, 4908, 4909, 4911, 4912, 4913, 4914, 4917, **4918**, 4920, 4930, 4931, 4936, 4939, 4940, 4941, 4942, 4950, 4958, 4966, 4967, 4968, **4971**, 4976, **4977**, 4979, 4980, 4998

Okanagan/Kootenay Region/Cariboo/Northern BC Region:

4916, 4919, 4924, 4925, 4928, 4946, 4948, 4952, 4955, 4960, 4964, 4970, **4972**, 4973, 4974

Within thirty (30) days of an announcement to close a store, employees who wish to exercise their seniority under this clause will be required to declare in writing to which store(s) in their Region they wish to transfer.

After thirty (30) days the Employer and the Union shall meet to determine where employees will be transferred when the store is closed. The principles governing this meeting are that employees will be granted their requests by seniority and stores accepting these employees will only be required to absorb up to five percent (5%) of their current employee count into their store.

ARTICLE 18 – BOARD OF ARBITRATION

Amend to read as follows:

18.01 ~~The Board of Arbitration shall be composed of three (3) members and shall be established as follows:~~

Pursuant to Article 17, the parties may mutually agree to a single arbitrator. ~~Otherwise, within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days~~

~~(excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairperson.~~ In the event of a failure **of the parties to find mutual agreement**, ~~nominee of the Union and the Employer to agree upon a Chairperson~~ within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name an **impartial arbitrator** ~~third member who shall act as Chairperson of the Board of Arbitration~~. Within five (5) days of the appointment of the impartial **arbitrator** ~~Chairperson, the Board of Arbitration~~ **they** shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

18.02 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 17. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Article 18.01.

1. Access to the expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Article 17.
2. Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
3. If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
4. A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
5. Within sixty (60) days of ratification, the Employer and Union shall develop a list of Arbitrators that are agreeable to both parties.
6. Matters not referred to Expedited Arbitration may be referred by either party to the regular Arbitration procedure as contained in Article 18.01 and all Arbitrations referred under Article 18 must be held within ninety (90) days of referral to Arbitration and a decision must be rendered within twenty (20) days of the Arbitration being presented.

18.03 No person shall serve ~~on~~ **as an impartial arbitrator** ~~Board of Arbitration~~ who is involved or directly interested in the controversy under consideration.

Grievances submitted to an **impartial arbitrator** ~~Arbitration Board~~ shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the **impartial arbitrator** ~~Board of Arbitration~~ shall be governed by the provisions of this Agreement. The **impartial arbitrator** ~~Board of Arbitration~~ shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial **arbitrator** ~~Chairperson~~ shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the **impartial arbitrator** ~~Board of Arbitration~~ shall be binding and enforceable on all parties. ~~A decision of the a majority of the Board of Arbitration shall be deemed to be a decision of the Board~~

Letter of Understanding No. 1 – Re: Reduction Hours of Work

Renew

Letter of Understanding No. 2 – Re: New Departments

Renew and amend as follows:

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions has created situations where seniority rights, rate of pay and other matters need to be reviewed and resolved. **The Union and the Employer agree to co-operate and resolve these issues on a mutually agreeable basis.**

~~The parties have reviewed this matter during the 1997 negotiations and specifically reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, this matter.~~

Letter of Understanding No. 3 – Re: Seafood Departments

Renew and amend as follows:

It is mutually agreed that where separate Seafood Departments exist, a Seafood Department Operator shall be designated.

As of date of ratification, the following stores have Seafood Departments:

Nos. 4900, 4901, ~~4902~~, 4903, 4908, 4909, 4911, 4912, 4913, 4914, 4916, 4917, **4918**, 4919, 4920, 4928, 4930, 4931, 4936, ~~4938~~, 4939, 4940, 4941, 4942, 4946, ~~4947~~, 4948,

4950, 4952, 4955, 4958, 4960, 4966, 4967, 4968, 4970, 4974, **4972**, 4973, 4974, 4976, **4977**, 4979, 4980, 4998

Letter of Understanding No. 5 – Re: Combining Bargaining Units

Renew

Letter of Understanding No. 6 – Re: Self-Funded Leave Plan

Agreed to DELETE

Letter of Understanding No. 7 – Re: Pre-Retirement Phase-Out

Renew

Letter of Understanding No. 8 – Re: Provincial Accommodation Committee

Renew and amend as follows:

The Parties recognize the employer’s legal obligation with respect to an employee’s request for accommodation in the workplace. Representatives from UFCW Local 247, and the Employer representative will discuss workplace accommodations (as per article 8.03, 8.04) and resolve issues concerning unresolved accommodation programs (i.e. a worker has failed in multiple attempts at returning on an accommodation program).

Letter of Understanding No. 9 – Re: Changes In Work Operation

Renew

Letter of Understanding No. 10 – Re: Bargaining Protocol

Renew

Letter of Understanding No. 12 – Re: Equal Opportunity

Renew

LOU NO. 16/17/18 – Re: Existing All Safeway Stores

Transition to a 100% (Grid B) work model through attrition.

DELETE LOU 16/17/18

Replace with the following:

This confirms our agreement during **the 1997** negotiations that this Letter of Understanding **would** ~~shall~~ form a part of the Collective Agreement which shall be enforceable under all its Articles except where specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

Effective the date of ratification the Union and the Employer agree that the following terms and conditions of employment shall apply to **all new** stores (including acquisitions), ~~replacement stores and existing stores:~~

1. All new hires, except Specialty Departments, shall be classified as “Production Clerks” and shall be permitted to perform all duties within the classification and department they are assigned.
2. **Effective SFR**, the objective is to have ~~seventy-five~~ **one hundred** percent (~~100/75%~~) of the bargaining unit hours worked in a store scheduled to employees employed as “Production Clerks” (**100%** Grid B objective).

Hours worked are defined as hours worked by all bargaining unit employees within a store.

~~It is understood that in some cases over seventy-five percent (75%) of the hours in a classification may be scheduled to “Production Clerks” providing the bargaining unit hours for that store do not exceed seventy five percent (75%) of the hours scheduled to “Production Clerks” to ensure the 25/75 objective is balanced.~~

- ~~3. Once a store achieves the 25/75 objective, then the stores will be required to promote senior “Production Clerks” to ensure the 25/75 objective is balanced.~~

~~In the event that a store exceeds the 25/75 objective (noted above) in a quarter, then the store will be required to balance the use of the “Production Clerks” by using less hours in the next quarter.~~

3. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on

the weekends and evenings, the Employer will next schedule any remaining hours during the day.

54. "Production Clerks" may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule. This may be amended at a later date by mutual agreement of the Parties.

It is understood that the available hours of work scheduled to "Production Clerks" shall be claimable by employees hired prior to ratification, 1997.

65. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by the "Production Clerks". The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report.

~~As well, the Employer will develop a weekly report of results so that adjustments can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.~~

Where it can be shown that quarterly adjustments prove to be detrimental to pre-ratification, 1997 employees, the Union and the Employer may mutually agree to modify the adjustment process.

76. Employees employed as "Production Clerks" shall be entitled to benefits of Statutory declaration only (or as otherwise stated in the collective agreement). "Production Clerks" will be eligible for statutory holiday pay as per the collective agreement.

Amend balance of the agreement to reflect this work model. An example is amendment of Letter of Understanding 19 and amendment of Article 13.05.

LOU NO. 19 – Re: Scheduling/Maximization of Hours Agreement

Amend to read as follows:

The Employer and the Union agree that daily maximization of hours scheduling shall be used for all employees except Meat Production Clerks and Meat/Deli/Seafood Production Clerks in all stores.

In order to facilitate the resolution of any differences, the Union and the Employer agree as follows:

1. Meat Production Clerks and Meat/Deli/Seafood Production Clerks shall be scheduled for evening and weekend shifts where practicable.
2. The Employer shall not circumvent maximization of hours by the use of "Quarter Hour Scheduling" or overlapping or abutting shifts. Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a Grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

Production Clerk Scheduling

Hours of work for Production Clerks shall not be scheduled in such a manner that pre-ratification 1997 employees would be prevented from maximizing their daily or weekly hours of work.

~~Once a store achieves the twenty-five/seventy-five (25/75) scheduling balance in a store, but an imbalance exists between the departments, the Employer agrees to canvass employees in the Department to determine who would like to move into another Department including the meat cutter apprenticeship program, in an attempt to achieve a balance. This letter to apply to all new, replacement, and existing stores.~~

No Flat Scheduling

It is the intention of the Employer in the weekly scheduling of Production Clerks that a more senior Production Clerk in a classification shall be scheduled at least as many hours as a junior Production Clerk subject to the employees' availability. Operational requirements, seasonal fluctuations, and job functions are examples of situations where there will be the need to schedule some Production Clerk employees up to forty (40) hours per week. It is not the Employer's intention to utilize "flat scheduling". In any instance of alleged "flat scheduling" the Company agrees to meet with the Union to review and discuss the concern.

The Employer agrees that a Production Clerk who is not scheduled to work on a day shall be afforded the opportunity of a call-in shift by seniority.

LOU NO. 22 – Re: Grid B Over 4000 Hours at Ratification 2008

Amend as follows adding this paragraph:

Effective six (6) weeks from the date of ratification, all remaining Grid B + 4000 employees as identified on March 31, 2023, shall be reclassified as Grid A

employees in their current store. These employees will have Grid A benefits including ATO. Once a 4000+ employee works 13 consecutive weeks at 36+ hours, they will move to Full Time status in their store and will not generate a Grid A posting.

Letter of Understanding No. 23 – Re: Voluntary Severance

Renew

Letter of Understanding No. 24 – Re: Production Clerk Transfer Opportunities – Grid B

Renew

Letter of Understanding No. 25 – Re: Re-Opening Collective Agreement

Agreed to DELETE

LOU NO. 26 – Re: HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER

Amend to read as follows:

- a) Employees promoted to Head Meat Cutters and Deli Department Managers promoted after ratification 2013 shall be paid **\$32.26**/hour with no ATO.
- b) Existing incumbents may remain red circled in their existing positions and maintain their existing terms of employment (e.g. wages and benefits, including ATO).
- c) Existing incumbents may elect to forgo their ATO benefit and shall be paid thirty dollars and **\$32.26** x 40 hours.
- d) The above rate will be adjusted on an annual basis to reflect the annual off-scale Grid A wage increases.
- e) **A Grid B employee that is appointed to Deli 2nd or Seafood Operator after the date of ratification, will be paid on the Deli 2nd/Seafood Operator scale and receive Grid A benefits with the exception of ATO. If an employee is making more than \$18.17 prior to their promotion, they will be “red-circled”. They will then work off the hours required to achieve a higher rate on the Deli 2nd/Seafood Operator scale.**

Accumulated Hours Worked	Rate
0 to 520	\$18.17
521 to 1040	\$19.16
1041 to 1560	\$20.13
1561 to 2080	\$21.10
2081 to 2600	\$22.05
2601 to 3120	\$23.00
Over 3121	\$25.11

New Letter of Understanding Improper Behaviour by a Customer

In accordance with the Company’s Respectful Workplace Policy, employees who are subject to improper behaviour by a customer should excuse themselves professionally, and immediately report the conduct to their supervisor who will take steps to address the situation.

NEW Letter of Understanding – Terms of Transition for Safeway Employees Grandfathered at FreshCo

Add a NEW Letter of Understanding to read as follows;

FRESHCO AND CHALO/FRESHCO CHALO CONVERSION

This Letter of Understanding covers Safeway stores converting to FreshCo and Chalo/FreshCo but not those Safeway stores which have already closed.

Employees employed at the time of store conversion who are active or who become active employees following maternity leave or when a medical claim is ended, will be entitled to exercise the following options. Grid B employees must be active for four (4) weeks to re-establish the hours base. Employees must inform the Employer of their election within two (2) weeks of the announcement of store conversion.

Voluntary Severance – for employees choosing to accept voluntary severance in the converting stores.

Full-Time and Part-Time [Grid A] – three (3) weeks’ pay per year of service to a maximum of \$65,000.00 less statutory deductions

Part-Time [Grid B] –three (3) weeks’ pay per year of service to a maximum of \$20,000.00 less statutory deductions

For the purpose of this letter, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater (to a maximum of twenty-eight (28) hours).

Buy down Option – a lump sum payment to current Safeway employees (excluding those covered by Job Security as above in this letter) who elect to stay in a converted store and will be covered by the terms of the FreshCo and Chalo/FreshCo Collective Agreement.

Full-Time and Part-Time [Grid A] – two (2) weeks' pay per year to a maximum of \$30,000.00 less statutory deductions

Part-Time [Grid B] – two (2) weeks' pay per year to a maximum of \$10,000.00 less statutory deductions

For the purpose of this letter, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater (to a maximum of twenty-eight (28) hours).

Employees will slot into the FreshCo and Chalo/FreshCo Agreement at the rate of pay closest to their former Safeway rate of pay.

Having elected this option an employee shall not be permitted to transfer back to a Safeway store.

Job Security – Upon conversion, up to a maximum of twenty-five percent (25%) percent of the vacancies in a FreshCo and Chalo/FreshCo store may be filled by employees, by seniority, who will be allowed to maintain the following Safeway economic terms but will otherwise be covered by the terms of the FreshCo and Chalo/FreshCo Agreement:

Hourly rate of pay and career hours (red circled)

Health & Welfare benefits and pension

Dental benefits

Vacation (red circled at current number of weeks entitlement for the 2018 vacation year)

ATO

Seniority dates

The FreshCo franchisee/Employer* shall have the exclusive right to determine the full-time and part-time staffing level for the FreshCo and Chalo/FreshCo location at the time of conversion. The assignment of those full-time and part-time jobs to those covered by the Job Security provision will be determined by seniority.

Transfer – transfer to another Safeway store as permitted by the relevant provisions of the current Safeway Collective Agreement.

The Employer maintains the right to determine the placement locations of Key Personnel who choose not to exercise the Voluntary Severance above.

***As determined by the final outcome of Labour Board litigation between the respective parties.**

NEW Letter of Understanding – Former Safeway Extra Stores

Notwithstanding anything to the contrary in the collective agreement, the former Safeway Extra stores shall maintain the following terms and conditions until the expiry of the Collective Agreement (**April 1st, 2028**).

For clarity, the former Safeway Extra stores are Langley-Willowbrook (Store 4918), Dawson Creek (Store 4972) and Burquitlam (Store 4977).

The employees in the above mentioned stores will be subject to the full terms and conditions of the Safeway Agreement with the following exceptions:

1) Seafood Managers:

Effective SFR, non-union employees in this role shall remain excluded from the bargaining unit for the duration of their employment at their current store. Should any of these employees be transferred to a different Safeway store, become demoted or choose to step down from this position, they shall become unionized with terms and conditions as set out under the Safeway Agreement. The Employer and the Union will meet to discuss the rate of pay adjustment and the placement.

In addition these employees shall have three (3) months from the date of ratification to choose to become bargaining unit Seafood Operators in their current store. If they so indicate in writing, they will be entitled to the terms and conditions of employment set out in the Collective Agreement only. Employees exercising this option will have their seniority dates set as the date they were hired at the Safeway extra store.

2) Home Meal Replacement Manager:

Effective SFR, non union employees in this role will be reclassified into a bargaining unit role at a store of the Employer's choosing within twelve (12)

months of the date of ratification. After this twelve (12) month period, the Home Meal Replacement Manager position will be eliminated from all Safeway extra stores.

Prior to the completion of the above mentioned period, if a non union employee leaves the store or the Home Meal Replacement Manager position, said position will be eliminated at that store.

3) Scheduling Concerns:

The parties agree to work together to resolve scheduling concerns resulting from the transition from the Safeway Extra scheduling model to the province wide agreement scheduling model including options for integration of the Home Meal Replacement department schedule with the Deli Department schedule.

Add NEW Letter of Understanding - Third Party Kiosks

The operation of ~~third party kiosks, including, but not limited to,~~ **third party operated** sushi kiosks, ~~specialty/ethnic meats kiosks and Asian cuisine kiosks,~~ may be carried out by ~~third parties and persons excluded from the bargaining unit.~~ However, the work performed by ~~such persons~~ **those operating these kiosks** shall be limited to the tasks pertaining to **their duties within** such kiosks. **There shall be no more than one (1) third party operated sushi kiosk per store.**

In the event the introduction of these third party sushi kiosks have an impact on current bargaining unit employees involved in the production of sushi, the parties will meet prior to implementation to address the transition and any collective agreement implications.

NEW Letter of Understanding:

RE: Retention Pilot

The parties agree that should any of the following stores be identified as having a labour force shortage, the Employer may hire new employees at a rate greater than the start rate for twelve months;

Smithers, Prince Rupert, Terrace, Fort St John, Dawson Creek and Cranbrook

These newly hired employees will be credited with the corresponding number of career hours to their assigned rate. It is further understood that existing employees in the same classification will not be paid less than the rate of pay for the newly hired employees.

Prior to the implementation of any additional premium or other incentives, the Employer shall advise the Union.

In the event a premium remains in place for over twelve (12) months, the Parties will meet to discuss. If there is no agreement on maintaining the premium, the Employer may at its discretion remove the incentive or the matter shall proceed to the grievance process to resolve the matter.

NEW Letter of Understanding:

RE: Grid B Full-Time

Following the ratification of the Collective Agreement, the Parties agree to the creation of Grid B full time positions. The following principles shall apply to these positions:

Grid A – FT job posting as per Article 13.06 of the CBA. This process does not apply to Grid B employees.

Grid B FT Classifications

Grid B - Full Time – MDS Clerk

Existing Grid B Full-time employees employed at the date of ratification in former Safeway Extra stores will retain their status.

Definition of a Full-Time Grid B Employee: A Grid B employee who is full time will be scheduled or paid forty (40) hours per week. Grid B employees become full-time as follows:

- 1) Being the successful applicant for a Grid B full-time in store job posting in the process outlined below or;
- 2) Being hired directly as a full time Grid B employee where no suitable internal part time candidate exists.

Initial Staffing: Within three (3) months of ratification, the Employer will generate a list of fifty (50) positions in the province that will be Grid B full-time jobs. There will be a minimum of one (1) posting in each store.

In Zone 1, these postings will be offered within the Zone first and if it goes unfilled it will be posted out to the province.

In Zone 2, these jobs will be posted and filled in accordance with the Grid B full-time vacancy language below.

Between January 1, 2024 and December 31, 2027, the Employer will post a minimum of ten (10) Grid B full time job positions in stores of it's choosing each year to a minimum of ninety (90) positions between 2023 and 2028. These jobs will be posted and filled in accordance with the Grid B full-time vacancy language below.

After the initial staffing, at the Employer's discretion, full time Grid B positions will be posted as needed at each individual store.

If a Grid B employee posts into a vacancy created by a full time Grid A employee who has accepted a voluntary severance, that posting shall not be considered as one of the ninety (90) postings referenced above.

Basic Work Week: The basic work week for a full time Grid B employee is forty (40) hours, consisting of five (5) eight (8) hour shifts.

Consecutive Days Off: The Employer shall schedule consecutive days off for Grid B full-time employees upon request and provided it will not interfere with the efficient operation of the store.

Full-time Grid B Vacancies:

Where a Grid B full-time position becomes vacant or available and the Employer intends to fill it, a job posting shall be posted in the store.

Positions shall be filled by seniority provided the employee is able to perform the normal requirements of the job.

If no employee from the classification is successful, the Employer will open the posting for Grid B employees in the store, in other classifications, to apply. These postings shall be awarded to the most senior Grid B employee with the skill and ability to perform the job.

- a) Grid B employees who are interested in such a position must write their name and date of seniority directly on the job posting. The Employer will select the Grid B employee who will fill the position from among those who have applied, subject to the provisions outlined above.
- b) For a period of ten (10) days, the Employer shall post all vacant or available Grid B full-time positions that are to be filled.

- c) For a period of seven (7) days, the Employer shall post the name of the successful applicant.
- d) Under this clause, the Employer shall grant the successful applicant a trial period of thirty (30) working days. During this period, the employee may return to their former position by providing the Employer written notice of one (1) week. The Employer may also return the employee to their former position at any time during this trial period. The Employer and the Union may agree in writing to extend this period for a maximum of thirty (30) additional days.
- e) In the event a posting goes unfilled, the Employer may at its discretion post the job provincially.
- f) The Grid A Full Time job posting as per Article 13.06 of the collective agreement does not apply to Grid B employees.
- g) The Employer will provide the Union with a quarterly report, no less than (10) days after the date of completion of each quarter. This report shall include the name of each full time Grid B employee who has quit, retired, or left the Company in the previous quarter.

Reduction to Part Time:

In the event of a reduction in full-time Grid B jobs in a store, a Grid B employee's seniority shall prevail.

When implementing a reduction to part time, the employee with the least seniority in the classification will be reduced to part-time.

Benefits: The benefit package will be as outlined in 9.08 (UFCW Union Health and Welfare Trust and Plan - Grid B)

Sick Leave: Full-time Grid B employees will be entitled to paid sick time as set out in the *British Columbia Employment Standards Act and Regulations*.

Rate of Pay: As per Article 6.01 Grid B Wage Scale

ATO: Grid B full-time employees will not be entitled to ATO as outlined in Article 5.19.

Grid B Full Time Vacation: The date for determining a Grid B full-time employee's vacation entitlement in a calendar year shall be January 1 of that calendar year.

Grid B full-time employees with the corresponding continuous years of service* as of January 1 of the calendar year with the Employer will be entitled to the following paid vacation:

<u>Vacation</u>	<u>Time Off</u>	<u>Vacation Pay *</u>
Less than 3 years of continuous service	2 weeks	4%
3 or more years of continuous service	3 weeks	6%
8 or more years of continuous service	4 weeks	8%
13 or more years of continuous service	5 weeks	10%

(*Percentage (%) of Gross pay)

Vacation time off and vacation pay is earned in the calendar year prior to vacation time being taken.

Vacation pay will be paid at the time vacation is taken for Grid B full-time employees.

Vacation time off will be scheduled according to Article 10.09 of the Collective Agreement.

Grid B full-time employees must take the vacation time to which they are entitled and cannot receive vacation pay in lieu of vacation time off.

Statutory Holidays:

The following days shall be considered Statutory Holidays:

- | | |
|----------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| B.C. Day | Boxing Day |

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Article.

If an employee is eligible for statutory holiday pay while on Weekly Income Benefits, Workers' Compensation or sick leave, the maximum amount of pay that

the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of their normal daily pay. In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

The statutory holiday pay shall be in addition to actual time worked.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

For employees hired prior to ratification of the 1989 Collective Agreement, average hours worked in the four (4) weeks preceding the week in which the holiday occurs:

16 but less than 20	4 hours' pay for each holiday
20 but less than 32	6 hours' pay for each holiday
32 or more hours	8 hours' pay for each holiday

For employees hired after ratification of the 1989 Collective Agreement, average hours worked in the four (4) weeks preceding the week in which the holiday occurs:

20 but less than 24	4 hours' pay for each holiday
24 but less than 32 -	6 hours' pay for each holiday
32 or more hours	8 hours' pay for each holiday

In determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the 1st day of such continuous illness or accident shall be counted as hours worked, if the full-time employee would have been scheduled to work such hours they were absent.

In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid at time and one-half the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the statutory holiday.

Hours of work on a statutory holiday shall first be offered to laid-off employees and part-time employees, on a seniority basis, provided the employee's total hours of pay for that basic work week will not exceed forty (40) hours.

Personal Time Off (P.T.O.):

Should the Store Manager or Assistant Manager offer a full-time Grid B employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purposes of qualifying for Statutory Holiday pay.

Modified Grid B Full Time Schedule - 4 Day Work Week

The Parties agree to establish a sub-committee comprised of an equal number of Union and Employer representatives, for the purposes of developing and implementing a modified work schedule pilot project.

The sub-committee will establish a modified work schedule for full time Grid B employees allowing for a four (4) shifts per week, nine (9) hours per shift option.

The sub-committee will meet within ninety (90) days of ratification of the collective agreement.

The sub-committee shall implement the modified work schedule pilot in a minimum of ten (10) stores within one year after ratification of the collective agreement. It is further understood that there shall be a maximum of one (1) full time Grid B employee per store who can select this option.

The Parties agree that modified terms of the collective agreement may be necessary for operation of the modified work schedule pilot project.

The sub-committee can amend the terms of this clause by mutual agreement.

Either party may terminate the pilot by providing at least sixty (60) days' notice to the other party. If the pilot is terminated, impacted employees will be given a one time election to determine if they want to maintain this scheduling model for the duration of the collective agreement.

APPENDIX “XA” (Renumber Remaining Appendices)

Add New Sub Article & Language as follows:

36 Hour Work Week Protocol

Active Grid A full-time employees, excluding Meat Managers, Deli Managers, Assistant Deli Managers, and Seafood Operators, who have sold their ATO as a result of an ATO buyout may elect to work a thirty-six (36) hour work week. The declaration will be available to these employees one (1x) time per calendar year in the first week of December and must be submitted no later than December 15th each year. The declaration will be in force for the following calendar year. If no declaration is submitted by December 15th, the previous valid declaration shall apply.

Notwithstanding anything contrary to the collective agreement, the following modifications apply to those full-time employees working a 36 hour work week;

Scheduling-Basic Work Week

The employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods, and overtime work, subject to the following provisions:

5.09 Consecutive Days Off

The following applies only to Grid A full-time employees who have elected the thirty-six (36) hour basic work week: The employer shall schedule at least two (2) consecutive days off for all Grid A full time employees.

5.18 Basic Work Week

The basic work week for employees who have elected the thirty-six hour (36) hour option shall be thirty six (36) hours, consisting of four (4) nine (9) hour days.

5.22 Statutory Holidays

Commencing with an employee’s fifth (5th) week of employment, Grid A full-time employees shall receive thirty-six (36) hours pay at straight time rates and shall work four (4) seven (7) hour days, twenty-eight (28) hours including work on a statutory holiday, in a week in which one (1) statutory holiday occurs. In a week in which two (2) statutory holidays occur, Grid A full time employees shall work three (3) days, two (2) seven (7) hour days and one (1) six (6) six hour day, twenty (20) hours, including work on the statutory holiday. Hours in excess of the twenty-eight (28) hours of work shall be offered by seniority and shall be voluntary.

5.23 Overtime Pay

All time worked in excess of the thirty-six (36) hour basic work week or the nine (9) hour regular work day scheduled by the employer, shall be paid at the rate of time and one half (1 ½) the regular rate of pay. All hours worked over eleven (11) hours in any one (1) day shall be paid at double the basic rate of pay. If an employee is required to work more than one (1) hour of overtime, they shall be given a fifteen (15) minute rest period.

5.26 Rest Periods

No change to the article in the CBA.

8.01 Sick Leave Benefits

Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work, or sickness, or accident not exceeding thirty-nine (39) consecutive weeks, calculated from the first day of such continuous illness or accident for which compensation is received under the terms of this collective agreement, up to a maximum of three hundred seventy-six (376) hours.

**Accumulation of credit does not change, however when a nine (9) hour sick day is taken, nine (9) hours will be used from the sick bank.

10.03 Vacation Pay

Vacation pay for vacation provided under Article 10.02 shall be computed on the basis of forty (40) hours pay, or thirty-six (36) hours pay if they have elected the thirty-six (36) hour work week option, for each week of paid vacation to which the employee is entitled.

Single Day Vacation

Any employee who is entitled to vacation time off may request to take ~~one (1) week~~ **up to two (2) weeks** of vacation and break it into four (4) **or eight (8)** Single Day Vacation days off. Only one (1) single vacation day may be taken per week (terms and conditions as per Article 10.09).

11.04 Take-A-Break Leave of Absence

It is also agreed that employees may take single or multiple days of Take- A - Break Leave (i.e., less than one (1) week in length) provided cumulative total days where Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days on a year (but not to exceed 24 calendar weeks in duration). It is understood that each day of Take-A-Break leave per week reduces the basic work week by one (1) day. Employees who are eligible for Take-A-Break (TAB) Leave are eligible to apply to use up to a maximum of fifteen (15) days per calendar year.

Amend Appendix A B as follows:

MEAT EMPLOYEE'S INCREASE/DECREASE HOURS AND CROSS-TRAINING REQUEST

EMPLOYEE	NAME	SENIORITY DATE	EMP. NO.	STORE	DATE
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Increase/Decrease in Hours:

In accordance with the provisions of Articles 6.21 and 14 of the Collective Agreement, I, hereby declare my availability for hours of work as indicated below:

NUMBER OF HOURS PER WEEK DESIRED

Full-time Employment	40	See Article 15.03
Increased hours to:		See Article 15.03 (2) & (3)
Restrict hours to:		See Article 15.03 (2)

NOTE:

You may restrict your availability only once in any ~~twelve (12)~~ **six (6)** month period. For full details, refer to the Article of the Collective Agreement cited above.

Cross-Training:

In accordance with the provisions of Articles 6.21 and 14 of the Collective Agreement, I, hereby, request to be cross trained and/or not to be scheduled in the following area(s) of work within the Meat/Deli/Seafood Clerk classification:

Areas in which I wish to receive training:

Deli ___ Seafood ___ Meat Wrapping ___

Areas in which I do not wish to receive available hours of work:

Deli ___ Seafood ___ Meat Wrapping ___

I recognize that this constitutes an official request under the provisions of Articles 6.21 and 14 of the Collective Agreement. I further recognize that my responses may affect the hours of work available to me. Having been trained in multiple areas of the Meat/Deli/Seafood Clerk classification does not create a right to choose between equal duration shifts or days in those different areas.

Amend Appendix BC as follows:

Housekeeping

Pursuant to Article 2.01 of the Collective Agreement the present stores in the Province of British Columbia are as follows:

Zone 1 - Whistler to Hope

4900, 4901, 4903, 4905, 4908, 4909, 4911, 4912, 4913, 4914, 4917, **4918**, 4920, 4930, 4931, 4936, 4939, 4940, 4941, 4942, 4950, 4958, 4966, 4967, 4968, 4976, **4977**, 4979, 4980, 4998

Zone 2 - All Other Bargaining Units

4916, 4919, 4924, 4925, 4928, 4946, 4948, 4952, 4955, 4960, 4970, **4972**, 4973, 4974

Appendix CD- Convert to NEW Letter of Understanding

Amend to read as follows:

~~JOHN SANDERSON LETTER MEAT CUTTER APPRENTICESHIP PROGRAM~~

~~The Union and the Employer have had extensive consultations, with the assistance of a mediator, looking for~~ **seek to establish** fair, balanced and cost-effective ways to create a more stable work environment in an industry that is undergoing change while facing competitive pressures. ~~The particularly in the areas on which we focused are of the form and administration of the Meat Cutter Apprenticeship Training Program and the Relief Staff List~~

- ~~1. The trial period set out in Article 6.20 shall be considered as a pre-apprenticeship training program available to qualified Meat/Deli/Seafood Clerks and Production Clerks, and Meat Production Clerks, in accordance with their individual seniority when suitable vacancies arise. The form of the training program shall be changed to a series of separate training modules with the normal completion time for all modules being three (3) months or four hundred and eighty (480) hours.~~
- ~~2. After successfully completing all of the training modules, the employee will then be eligible to enter the Meat Cutter Apprenticeship Program. From time to time the Employer and the Union will review the internal reports available to determine if Meat Cutter Apprentice position(s) are required.~~
- ~~3. The Meat Cutter Apprenticeship Program will be reviewed and revised, by continuing the best parts of the Employer's present training program and adding relevant elements of other programs or other useful comparators.~~

4. Upon successful completion of the apprenticeship program, the employee will be placed on the appropriate seniority list on the relief staff **as a part-time Grid A Meat Cutter** and given credit for seniority purposes. They will receive credit of **1040 hours** ~~to a maximum of twelve months~~, on the Meat Cutter's wage scale. The employee will receive the start rate of the meat cutter classification once they begin their Apprenticeship training. The employee will receive as a minimum, the rate they had before they began their training.
- ~~5. John Sanderson has been appointed by the Parties as troubleshooter/adjudicator to assist them in dealing with any related disputes expeditiously and collaboratively.~~
65. In the event the Employer introduces a Counter Ready Meat Program into the stores covered by the collective bargaining agreement, this agreement shall be considered null and void unless the parties otherwise agree in writing.

Arbitrator John Hall Final Selection (FOS) Decision of July 3, 2020

Agreed to DELETE

Term and Wages

Term: Five (5) years from contract expiry.

Article 20 - Expiration and Renewal

Amend to read as follows:

20.01 Except as otherwise provided herein, this Agreement shall be effective from **April 1, 2023** to and including **April 1, 2028** and thereafter from year to year. The provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lock-out has commenced.

Subject to the foregoing, either party may, within four (4) months prior to **April 1, 2028**, or any subsequent anniversary thereof, give notice in writing to the other party to negotiate a revision thereof (see Letter of Understanding No. 25 re: Re-Opening Collective Agreement).

The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

Letter of Understanding No. 10 – Re: Bargaining Protocol

Renew

It is agreed that the Union shall within the four (4) months immediately preceding **April 1, 2028**, only deliver notice pursuant to Article 19 of the Collective Agreement for employees within either Zone 1 or Zone 2, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Zone shall apply to employees in the other zone. It is agreed that both Zones will never be struck or locked out at the same time during any Collective Bargaining to conclude a revision of this Agreement.

The Union will notify the Employer within one (1) year but not less than six (6) months prior to the expiry of the Collective Agreement as to which Zone the Union intends to bargain. The remaining Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

The Bargaining Protocol shall not supersede any provision of the B.C. Labour Relations code.

Letter of Understanding No. 25 – Re: Re-Opening Collective Agreement

Agreed to DELETE

Amend LOU#25 as follows:

WAGE REVIEW

The Union and Employer agree as follows:

- 1. Between January 7, 2026 and June 7, 2026, either party may give written notice to the other party to negotiate changes to the wage rates or lump sum payments. No other changes may be negotiated. Changes to wage rates or introduction of lump sum payments will not be in effect prior to June 8, 2026. There will be a maximum of one (1) review during the term of this Collective Agreement. In the event neither party triggers the wage review in writing by June 7, 2026, it shall expire.**
- 2. If the parties are unable to agree on what if any, changes to the wage rates and/or lump sum payments in the Collective Agreement are to occur, the parties shall resolve their dispute through final offer selection (FOS) interest arbitration for a binding settlement. The parties shall commence negotiations and those negotiations must be unsuccessful as a precondition to any FOS interest arbitration.**
- 3. The parties will agree to the appointment of the FOS interest arbitrator.**

4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.

5. The FOS interest arbitrator shall hear submissions from each of the parties and then select one (1) of the final offers. The final offer selection interest arbitrator shall take into consideration the economic and competitive climate of the Employer's business.

6. The FOS interest arbitrator shall not have jurisdiction to accept a final offer that requests changes to anything other than wage rates or lump sum payments and shall not have the power to change the expiration date of this Collective Agreement which is April 1, 2028 or any other term of the Collective Agreement.

Retroactive Pay

All top-rated and over-scale Grid A employees and Grid B employees making twenty dollars (\$20.00) or more shall receive retroactive pay in the amount of five (5%) percent per hour to April 1, 2023 for all regular hours worked and/or paid. Retroactive pay, as outlined above, shall be paid to all employees within thirty (30) calendar days of the date of ratification.

Article 6 – Wages

Current Top Rated or Over-scale Grid A Employees at time of payment shall receive the following off scale increases:

Effective April 1, 2023 – 5% increase

Effective June 2, 2024 – 3% increase

Effective June 1, 2025 – 2% increase

Effective June 7, 2026 – 2% increase

6.01 Grid A Wage Scale – Meat/Deli/Seafood Clerks

Amend as follows:

Accumulated Hours Worked	F/T	P/T
0 to 520	\$16.40	\$16.40
521 to 1040	\$16.60	\$16.60
1041 to 1560	\$16.86	\$17.18

1561 to 2080	\$17.69	\$18.17
2081 to 2600	\$18.52	\$19.16
2601 to 3120	\$19.33	\$20.13
3121 to 3640	\$20.14	\$21.10
3641 to 4160	\$20.93	\$22.05
4161 to 4680	\$21.72	\$23.00
Over 4680	\$23.70	\$25.11

***Active on scale Grid A employees who were on the payroll of the Company as of the date of ratification will receive the SFR increase (5%) noted above and placed at an off-scale rate. These employees will then work the hours required to qualify them for the next higher rate on the Grid A scale and go back on scale.**

6.01 Grid A Wage Scale – Meat Cutters

Amend as follows:

Accumulated Hours Worked	F/T	P/T
0 to 1040	\$16.40	\$16.40
1041 to 2080	\$16.81	\$17.03
2081 to 3120	\$18.42	\$18.86
3121 to 4160	\$20.01	\$20.67
4161 to 5200	\$21.60	\$22.48
5201 to 6240	\$23.17	\$24.27
Over 6240	\$25.91	\$27.26

***Active on scale Grid A employees who were on the payroll of the Company as of the date of ratification will receive the SFR increase (5%) noted above and placed at an off-scale rate. These employees will then work the hours required to qualify them for the next higher rate on the Grid A scale and go back on scale.**

Grid B Wage Scale

Current Top Rated or Over-scale Grid B Employees making twenty dollars (\$20.00) or more at time of payment shall receive the following off scale increases:

Effective April 1, 2023– 5% increase

Effective June 2, 2024 – 3% increase

Effective June 1, 2025 – 2% increase

Effective June 7, 2026 – 2% increase

Amend as follows:

The following wage scale shall apply on the Sunday after Ratification ~~2013~~
(~~April 14, 2013~~):(Insert New Date)

Post Ratification Grid B Scale

Step (1040 hours)	Rate
1	\$ 16.75
2	\$ 16.90
3	\$ 17.05
4	\$ 17.15
5	\$ 17.25
6	\$ 17.55
7	\$ 17.65
8	\$ 17.85
9	\$ 18.00
10	\$ 18.20
11	\$ 18.55
12	\$ 21.00

Transition:

Grid B employees with 2080 hours or less worked as of the date of ratification will carry over their hours and be placed on step 1 or step 2 on the “Post Ratification” Grid B scale. They will progress up the scale based on hours worked.

Grid B employees with between 2081 and 15,600 hours worked as of the date of ratification will receive a \$0.50/hr increase placing them at step 5 on the “Post Ratification” Grid B scale. They will then progress up the new scale every 1040 hours worked.

Grid B employees with 15,601 or more hours worked at the date of ratification 2023 who are making less than twenty dollars (\$20.00) per hour will receive a \$0.50/hr off scale increase and will remain on the “Pre-Ratification Grid B scale”. Once their hours qualify them for the next higher rate on the “Pre-Ratification Grid B scale”, they will go back on scale and continue to advance every 520 hours worked. Once they reach

the 18721 hour level (\$20.00), they will work an additional 1040 hours and then receive a rate of twenty-one dollars (\$21.00) per hour and be treated as top rate on the “Post- Ratification Grid B scale” from that point forward.

LOU outside of CBA: Pre-Ratification Grid B Scale:	
Accumulated Hours Worked	Rate
15601 to 17680	\$17.25
17681 to 18200	\$17.55
18201 to 18720	\$17.85
18721 to 19760	\$20.00
Over 19761	\$21.00

Minimum Wage Review: If there is an increase in the minimum wage, in 2025 the parties agree to meet and discuss in good faith potential adjustments to the wage scale consistent with commitments made during the 2023 bargaining.

NEW Letter of Understanding

Re: A.T.O. BUYOUT

Add a new Letter of Understanding to read as follows:

Any full time Grid A employee hired prior to December 30, 2018 (excluding Head Meat Cutter, Deli Managers, Seafood Operators and Assistant Deli Managers or Grid B employees who were appointed to these roles) may elect to permanently forgo their rights to A.T.O. in return for a lump sum of five thousand dollars (\$5,000.00) less statutory deductions. Employees electing this option will be paid out any remaining hours in their A.T.O. bank.

This option is only available to employees who will complete an additional nine (9) months of employment after the date of the payout. In the event an employee terminates their employment prior to the completion of nine (9) months of employment following the payout, the employee shall reimburse the Employer for the five thousand (\$5,000) dollar lump sum payment.

It is further understood that any employee who accepts and A.T.O. buyout and subsequently terminates their employment will continue to be ineligible for A.T.O. if they are rehired at a future date.

NEW Letter of Understanding

Re: Voluntary Severance

Add a new Letter of Understanding to read as follows:

Pursuant to Letter of Understanding #12 – Voluntary Severance, at the Company’s sole discretion it will offer a voluntary severance once in the life of the new Collective Agreement expiring (April 1, 2028).

Features of the voluntary severance will include:

- 1) The voluntary severance will be offered to full-time and part-time Grid A employees (excluding Meat Cutters, Head Meat Cutters, Assistant Head Meat Cutter, Deli Managers, Assistant Deli Managers and Seafood Operators).**
- 2) The Company reserves the right to make the final determination as to the number of employees who may participate in the program and their departure dates. Where the Company approves a number of severance applications in a particular store and a particular classification, those approvals will be granted based on seniority.**
- 3) The voluntary severance offering will be calculated as follows:**
 - a) Three (3) weeks’ pay for each year of completed service to a maximum of sixty-five thousand (\$65,000) dollars less statutory deductions.**
 - b) For the purpose of the severance calculation, a week’s pay shall be based on the average weekly hours worked in the fifty-two (52) weeks prior to the announcement of the Voluntary Severance Offer. Entire weeks during which an employee was on maternity leave, parental leave, adoption leave or WCB benefits, Weekly Indemnity or Long Term Disability will be carved out of the fifty-two (52) week period for the purpose of calculating the average, provided they have worked at least twelve weeks in the calculation period.**
 - c) In the event an employee was absent on an approved leave of absence for the entire calculation period, the employee’s average weekly hours worked will be based on their average weekly hours worked over their first twelve (12) weeks upon**

their full return to work, provided they return within eighteen (18) months of the voluntary severance offer.

- 4) It is further agreed that for each full time Grid A severance application that is accepted, the Employer will post a full time position (either Grid A or Grid B) in a store of its choosing.**

Errors and Omissions Excluded.