

# SOBEYS BARGAINING 2023

#RespectRetailWorkers



## SUMMARY OF THE TERMS OF SETTLEMENT

### SAFEWAY & UFCW 1518

After a 98% **YES** vote to strike, the Safeway bargaining committee returned to the bargaining table and reached an agreement on the major areas members said mattered most to them during this round of bargaining.

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

- ☒ Access to 300 \*NEW\* full-time Grid B Jobs
- ☒ Highest top rate wage increases in 25 years (12% by June 2026) with 5% wage increase retroactive to April 1, 2023
- ☒ Improved Grid B wage scale with NO ONE frozen at Minimum Wage
- ☒ Voluntary severance for Grid A employees
- ☒ Night work premium of an additional \$2/hr on top of wage increases
- ☒ No wage cap on Starbucks/Coffee Bar employees
- ☒ Significant wage improvements for Pharmacy
- ☒ Vacation bridging for Grid A employees to capture up to 7 weeks of vacation effective in 2025
- ☒ Increased mobility through postings in stores around the province

## **WAGE IMPROVEMENTS**

- › Faster movement up the Grid B wage scale to a NEW top rate of \$21 per hour (plus annual increases)
- › Long service Grid B members (15,061 hours worked) who are not at top rate will be on an accelerated wage scale to progress to top rate of \$21 faster (min. 20% wage increase by June 2026)
- › No employee frozen at minimum wage—and future minimum wage review to improve the wage scale
- › Top rate Grid A and Grid B employees receive a 5% wage increase retroactive to April 1, 2023 AND at least a 12% total wage increase by June 2026
- › \$2 wage increase immediately for Pharmacy Assistants and Registered Techs AND a lump sum payment of \$2/hr (including pension contributions) for all hours worked since April 1, 2023
- › Improved Wage Scale for Pharmacy Assistants and Registered Techs and highest annual increases in the contract for top rate employees (a total wage increase of at least 16% by June 2026)
- › Immediate and annual wage increases for Service Clerks
- › Night work premium of an additional \$2/hr on top of wage increases
- › Voluntary severance (up to \$65,000 based on years of service) offered to Grid A employees (excluding Service Clerks, Pharmacy Assistants, Registered Pharmacy Technicians, Bakers' and Key Personnel)

## **WORK/LIFE BALANCE & MORE SCHEDULING FLEXIBILITY**

- › 300 NEW full-time Grid B jobs created
  - Guarantee of 40 hours per week
  - Access to a four (4) day workweek
  - Consecutive days off & personal time off
  - Improved benefits (short term disability and life insurance—subject to approval by the Health & Welfare Trust)
  - Transition to Grid B access to full-time jobs
- › Grid B 4000 hour+ employees (as of August 24, 2008) will move to Grid A (including ATO)
- › Vacation bridging for Grid A employees who have had breaks in service for years where such employees dropped below 1700 hours worked (to take effect in 2025)
- › Part-time Grid A employees can now go full-time in their store without a posting
- › All vacancies created by full-time employees taking a severance will be posted as full-time jobs
- › Ability for Coffee Bar employees to receive more hours in other classifications to access more hours of work
- › Ability to opt in/out of cross-classification work for more job security and access to hours of work

- › Service Clerks can move to different classifications, maintain wages, and continue up the wage scale without being frozen
- › Ability for all employees to take 10 single day vacation days
- › Ability to restrict to 32 hours per week and submit a time of day availability
- › Availability changes can be submitted four (4) times per year

## **CLERKS WORK CLAUSE**

- › Fine violations to be paid to the UFCW 1518 Members Emergency Fund (set up to support members experiencing extreme financial hardship)
- › Restrictions on vendor stocking that include language protecting existing employee hours, strictly limiting the number of vendors, limiting the scope of the work that can be performed, and requiring sign-in and sign-out to monitor the hours (cannot exceed a combined total of 1.5% of weekly bargaining unit hours)

## **KEY PERSONNEL PROVISIONS**

- › Top rate Key Personnel receive a 5% wage increase retroactive to April 1, 2023 AND at least a 12% total wage increase by June 2026
- › Any Key Personnel working up a wage scale to receive an immediate 5% wage increase
- › Removed ability for employer to add additional excluded positions in high volume stores
- › Existing Second Assistant Managers have the right to be covered by the collective agreement with full benefits, ATO and wage increases outlined above

## **TERM**

- › The contract term is 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.

## **SCAN THE QR CODE BELOW TO READ THE FULL TENTATIVE COLLECTIVE AGREEMENT:**



**MEMORANDUM OF SETTLEMENT**

**Between**

**SOBEYS CAPITAL INCORPORATED (Formerly known as Sobeys West Inc. (Canada Safeway))**

(the “Employer”)

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

(the “Union”)

***The Parties tentatively agree to renew the [April 1, 2013 – March 31, 2023] Collective Agreement with the following changes.***

***Changes to the current Collective Agreement are identified as follows:***

- ***deletions are shown by a strikethrough***
- ***additions are shown by bold***
- ***Replacement and new language identified***

***In addition to all the specific changes noted herein, the Parties agree to amend the entire Collective Agreement to reflect gender-neutral pronouns (they, their, them).***

***All Articles and Letters of Understanding not referenced in this document remain as they stood in the April 1, 2013 – March 31, 2023 Collective Agreement.***

***Unless otherwise specified, all changes to take effect upon the first Sunday after ratification. Wage increases in the MOS that are effective April 1, 2023 will be retroactive.***

***The Parties agree to recommend the tentative agreement to their respective principles.***

**The Parties agree that this Memorandum of Settlement is, including APPENDIX A, to this date, the entire agreement between the Parties with respect to collective bargaining for a renewal of a Collective Agreement.**

Agreed to this 27 day of September, 2023 at New Westminster, British Columbia.

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)



(Printed Name)

Kim Nivak



(Printed Name)

Patrick Johnson



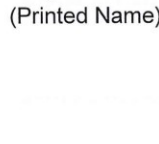
(Printed Name)

Angela Crosetto



(Printed Name)

SHIELA SCARR



(Printed Name)

PETER DOMBROWSKI



(Printed Name)

Leslie Ramsperger

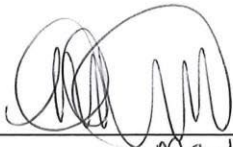


(Printed Name)

Stephen Portman

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)



(Printed Name) Marlene White



(Printed Name) ARMIN REYS



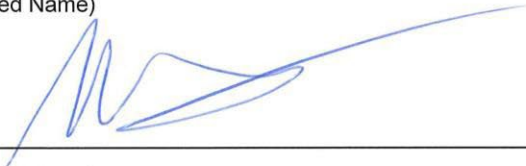
(Printed Name) Jennifer Brown



(Printed Name)



(Printed Name)



(Printed Name)

Employer  
↓



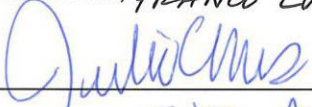
(Printed Name) Ryan Shannon

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)



(Printed Name) *FRANCO LUCARELLI*



(Printed Name) *Julie Ann*

(Printed Name)

(Printed Name)

## **Entire Agreement**

### ***Amend as follows:***

**Gender Neutral Language** - Amend language of contract to reflect gender neutral terms throughout.

**Clarify Referenced Sections of Agreement** - Amend language of contract to name referenced sections throughout. For example, amend Section 3.02 as follows:

The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 9.34 (**Credit for Previous Experience**) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

## **SECTION 1 – Contract Area**

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### **1.01 Zones**

#### ***Update list of stores in Zones 1 and 2 to read as follows:***

Current Store Numbers in the Zone 1 Contract Area (includes the geographic area from Hope to Whistler): 103, 4512, 4900, **4252, 4254, 4255, 4256, 4257, 4265, 4269, 4270, 4272, 4274, 4276, 4277, 4278, 4280,** 4900 (Rx), 4901, 4903, 4904, 4905, 4908, 4909, 4911, 4912, 4913, **4914,** 4917, 4918, 4920, 4927, 4930, 4931, 4932, 4934, 4935, 4936, 4938, 4939, 4940, 4941, 4942, 4944, 4945, 4947, 4949, 4950, 4951, 4954, 4957, 4958, 4959, 4962, 4964, 4966, 4967, 4968, 4976, **4977, 4979, 4980, 4998, 4999 (Central Fill).**

Current Store Numbers in the Zone 2 Contract Area: 4902, 4906, 4916, 4919, 4924, 4925, 4926, 4928, 4933, 4946, 4948, 4952, 4955, 4956, 4960, 4961, 4963, 4970, 4972, 4973, 4974.

## **SECTION 2 – Protecting Incumbents**

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

### ***Amend to read as follows:***

The **parties have agreed to** ~~Employer has provided the Union with a letter outlining protections for incumbents as agreed to in bargaining 2013. The transition to a 100% 25%-75% (Grid A- Grid B) work model~~ **which** will be accomplished through attrition.

***Amend balance of the agreement to reflect this work model.***

**Add a Letter to Memorandum of Settlement to read as follows: The parties agree to transition to a 100% Grid B Model through attrition and to amend the balance of the agreement to reflect this model. Amendments to the balance of the agreement will reflect the following principals:**

- 1. All pre-ratification Grid A employees maintain Grid A economic terms, ATO and benefits with no change. For example, Service Clerks, Pharmacy Assistants, Pharmacy Technicians, Grid B 4000+, Key Personnel.**
- 2. Grid A Part-Time will maintain the opportunity to transition to Grid A Full-time in accordance Section 8.10.**



### **SECTION 3 – Union Shop & Deduction of Union Dues**

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**Delete 2.03 as follows:** (Note: Clause is numbered incorrectly. Should be Section 3.03)

~~2.03 The Employer agrees to not employ persons who have a full-time job with another Employer. The onus of bringing violations of this Subsection to the attention of the Employer shall rest upon the Union.~~

~~The Employer and the Union recognize that for legitimate business reasons employees classified as “Grid B employees” will be exempt from this clause.~~

**Amend 3.02 to read as follows:**

The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 9.34 of this Agreement, and to provide the Union in writing with the name, and address **and phone number** of each employee to whom they have presented the form letter, along with the employee's date of hire. The Employer will have new employees sign the Check-Off and Union Membership Application upon successful completion of training/orientation. **Effective SFR, this application will be submitted to the Union digitally through the Union online portal.** The Union shall bear the expense of **maintaining the portal** ~~printing the letter~~, the contents of the **portal form 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.

### **SECTION 4 – Joint Labour/Management Meeting (JLM) Process**

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**Amend as follows:**

#### Purpose

The purpose of the Joint Labour Management Meeting (JLM) is to encourage open and candid discussion on topics and issues that arise at store level, so that Shop Stewards and Management can work collaboratively to find solutions that can be implemented in a timely manner.

#### Guiding Principles

Both the Union and the Employer have agreed that by committing to the Shared Values and Goals we can foster a more collaborative working relationship at all levels, including between Shop Stewards and Management at store level. Our Shared Values and Goals will be reviewed at the beginning of every JLM meeting, and initialled by all participants.

#### Scope

These meetings are to encourage a positive working relationship between Shop Stewards and Management at store level that focuses on taking a proactive approach to solving current and potential issues. These meetings will be without prejudice to encourage open and candid communication.

While it is expected there may be times when the parties disagree, the discussion must be respectful and focus on the issue, not on judging the personalities.

Suggested Topics for Discussion:

- Solution-based discussions at store level – with consideration to the “big picture” of the company.
- Jointly Review and Discuss:
  - Issues in the store
  - **Recruitment and staffing update**
  - Collective Agreement language
  - Weekly Schedules
  - Company Policies and Initiatives
- Review Store Performance and Competitive Landscape
- Discussion on Contract Items (if there are questions on a specific area in the CBA)
- Current Topics related to upcoming events or issues (plan proactively)
- Appreciation and Recognition (identifying things that are going well and/or people that should be recognized and appreciated)
- Review relevant third party settlements
- Review resolved issues from previous meetings and/or any other issues.

Topics NOT for Discussion:

- Changing the terms and intent of the contract
- Grievances, Employee Specific Issues, Duty To Accommodates, Harassment Complaints and/or Specific Discipline Cases

Meeting Structure

The meeting structure is outlined below to ensure consistency in the process for each store:

- ~~For the first year of the Collective Agreement a JLM will occur every two (2) months. At the end of the first year Company and Union Leadership will meet to review the experience and determine by mutual agreement which store should reduce the frequency of meetings to once every three months. After this period the parties shall continue to monitor the progress of the JLM process in individual store and make necessary changes to meeting frequency by mutual agreement period.~~
- **Meetings shall be held quarterly. Meeting dates shall be scheduled in January of each year. The parties will endeavour to have the meetings as scheduled or within one (1) week of the predetermined date unless mutually agreed between the Store Manager and the Shop Steward and such agreement will not be unreasonably withheld.**
- A minimum of one (1) Shop Steward and **the Store Manager (or the First Assistant Store Manager if the Store Manager cannot attend)** ~~and/or First Assistant Store Manager~~ will be scheduled to attend the meetings. **Attendance of up to one (1) additional shop steward at a JLM may be requested at least one (1) week in advance of the scheduled meeting. Such requests will be granted provided it does not interfere with the efficient operation of the**

**store.**

- Union Representatives/HR Advisor **Business Partners** are welcome to attend all meetings and **will endeavour to must jointly** attend at least one meeting at the store per year.
- Guests who are scheduled to work and are already present in the store may be invited to attend the JLM by mutual agreement of the Shop Steward and Store Manager.
- Minutes will be recorded on a standard template to be developed by mutual agreement between the Union and the Company.
- Responsibility for the following will be assigned by mutual agreement between the Store Manager and Shop Steward:

Responsibility for the following will be assigned by mutual agreement between the Store Manager and Shop Steward:  
Completing an agenda prior to the meeting  
Facilitating meetings  
Keeping/posting and distributing meeting minutes  
Developing methods for encouraging employee input in advance of the meeting\*\*  
Notifying employees of upcoming meetings

Follow up and follow through on commitments in a timely and respectful manner.

\*\*All members are encouraged to raise ideas, issues and concerns as they occur rather than waiting for the meeting, so that matters can be addressed by both parties in a timely manner.

## **SECTION 5 – Shop Steward Recognition & Store Visits of Union Representatives**

### **5.01 Shop Stewards' Recognition**

#### ***Amend to read as follows:***

It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the store.

~~Shop Stewards may introduce new members to the Union on their own time to present membership cards for signature.~~ **Shop Stewards may meet with new hire employees to provide an overview of the Union, the Joint Labour Management process and the role of Shop Stewards. Such meetings will be conducted in accordance with Section 5.02 (Store Visits of Union Representatives) of the Collective Agreement.**

The Shop Steward and, in the absence of the Shop Steward, another member of the Contract Area of the employee's choice shall be present when a member of the Contract Area:

A. Is given a reprimand which is to be entered on the employee's personnel file.

B. Is suspended or discharged.

When a Shop Steward is investigating a Grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

The Company agrees to recognize Union Shop Stewards on the following basis:

1. Where there are **up to less than one hundred (100) fifty (50)** employees in a store – **up to two (2) a minimum of one (1) Shop Stewards will be recognized.**
2. In stores **where there are more than one hundred (100) employees but less than one hundred and fifty (150) or more employees in the store – three (3) two (2) Shop Stewards will be recognized. and There may be one (1) additional Shop Steward for every fifty (50) employees thereafter.**
3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

The Employer and the Union agree to recognize a Chief Shop Steward in each Contract Area as determined by the Union.

## **SECTION 6 – Management Structure**

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### **6.01 Exclusions Per Store**

***Amend to read as follows and adjust the balance of the collective agreement to reflect the exclusions below:***

The Employer and the Union have agreed to the following list of excluded personnel:

Store Manager	Pharmacy Manager*
First Assistant Store Manager	Retail Leadership Trainee (RLT)
<b>Second Assistant Manager*</b>	<b>Pharmacists as required by the Employer</b>

**\*Any employee appointed to the position of Second Assistant Manager on or after the Sunday following ratification will be excluded from the provisions of this Agreement.**

**Any existing employee in a Second Assistant Manager position as of the date of ratification may elect to become excluded from the Collective Agreement within one (1) year from the date of ratification by presenting a letter to the Employer with a copy to the Union. During a thirteen (13) week trial period the employee may revert to their former bargaining unit position without penalty.**

**It is understood that any article in the Agreement that references Second Assistant Managers that are or will be excluded applies to only those employees who remain covered by the provisions of this Agreement and not to those employees who are or will become excluded as above.**

**There can be only one (1) excluded Second Assistant Manager per store.**

~~\* Applies only if a Pharmacy exists in the store.~~ Should the Company revise its Store Management structure in the future such that additional Management positions become necessary, those positions shall be excluded according to the number and dollar volumes as agreed.

~~Prior to implementation, the Company will review and confirm with the Union that its reviewed Management structure conforms with the intent of the Overwaitea language and practice.~~

In stores that average \$500,000 or more in sales per week add one (1) management exclusion in addition to the exclusions above. ~~In stores that average \$700,000 or more in sales per week add two (2) management exclusions in addition to the exclusions above.~~

The sales averages referred to above shall be based on yearly sales over the fiscal calendar (52 or 53 weeks) after the end of Period 13 with changes taking place by the end of Period 2 of the following year.

#### 6.02 Key Personnel

##### ***Amend to read as follows:***

The Employer and the Union agree the following positions shall be considered "Key Personnel" positions:

Second Assistant Manager **hired or promoted prior to the date of ratification.**

Produce Manager

Bakery Manager\*\*

Floral Manager\*

Management Trainee\*\*\*

Clerk(s)-in-Charge\*\*\*\*

Assistant Department Managers\*\*\*\*\*

Only when a full department mix exists as defined below:

a) \*Floral may include FTD service and a cash register and will include the ability to produce floral arrangements in-store and a service counter.

b) \*\*Only when on-site baking occurs.

The parties agree that a vacated "Key Personnel" position shall be filled as follows:

1. The Employer will first determine if any internal applicants are suitable for the position based on criteria established by the Employer.

2. In the case of a step-down or demotion, if there is no suitable internal candidate, then the Employer will determine if there is a full-time employee in the affected store willing to transfer to another store to assume the responsibilities of a "Key Personnel" position for which the employee is suited.

3. If neither (1) or (2) is available, the Employer may transfer a suitable candidate from another Contract Area.

**4. A Grid B employee that is appointed to Management Trainee or Floral Operator after the date of ratification, will be paid on the Management**

**Trainee/Floral 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 Management Trainee/Floral Operator scale.**

**Management Trainee and Floral Operators Hired or Promoted after the Date of Ratification Wage Scale**

<b>Accumulated Hours Worked</b>	<b>Rate</b>
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

6.07 Assistant Department Managers\*\*\*\*

***Amend to read as follows:***

1. In stores that average \$200,000 or more in sales per week, the Employer may designate one Assistant Department Manager in each of the Bakery and Produce Departments.
2. *Assistant Bakery Manager – Assistant Bakery Managers without limitation of company seniority will be appointed at Management’s discretion* ~~in their classifications using the “Company Seniority”~~ and will be paid one dollar and twenty-five cents (\$1.25) per hour premium while appointed to this position.
3. *Assistant Produce Manager - Assistant Produce Managers without limitation of company seniority.* ~~To initially create these positions, a Grid A full-time vacancy must occur in the General Clerk classification (i.e. 40 hours out, 40 hours in).~~
4. The Employer may elect to keep a “Key Personnel” position vacant and transfer management responsibilities to another “Key Personnel” or management position, however, this does not give the Employer the right to shift the “Key Personnel” position to another department in the store.
5. There shall be no claim against an employee’s hours of work within employee’s classification as long as the employee holds a “Key Personnel” position. ~~, except those employed in Key Personnel positions being scheduled by Company seniority.~~
6. The Employer will provide all employees with equal opportunity to fill vacant “Key Personnel” positions.

6.08 Step-down or Demotion

***Add the following to Section 6.08:***

The Employer will provide any successful candidate for a Key Personnel vacancy with a letter outlining the step-down process prior to the employee being placed into a Key Personnel position. The employee will sign a copy of the letter which will then be added to the employee's personnel file and a copy sent to the Union office.

## **SECTION 7 - Clerks Work Clause**

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*Add a new (I) replace as follows, Balance of Section 7 is unchanged;*

### **I. Vendor stocking**

a) The following salespersons or vendor representatives shall engage in the handling and selling of merchandise in the retail stores of the Employer:

1. Primary Pop Vendors (currently Coca Cola and Pepsico)
2. Primary Chip Vendors (currently Old Dutch and Frito Lay)
3. Primary Bakery Vendors (currently Canada Bread and Portofino)

These salespersons or vendor representatives shall be permitted to perform work in each store to a combined maximum of one and one-half percent (1.5%) of each store's total weekly bargaining unit hours. Vendors shall be required to sign in and out and that shall be accessible upon the Union's request. Any concerns regarding salespersons or vendor representatives exceeding these hours shall be addressed by discussion between the Employer and the Union upon request of either party.

**Full time employees employed at ratification will not have their hours of work reduced as a result of the implementation of the above language.**

Penalties for violation of this Clause: When there is a violation of the Clerks Work Clause in any one store, the following penalties shall apply:

1. First violation
  - a written warning from the Union will be given to the Employer.
2. Second violation within the twelve (12) month period following written notice as per Point (1)
  - a two hundred dollar (\$200.00) fine.
3. Third and subsequent violations within the twelve (12) month period
  - a three hundred dollar (\$300.00) fine for each violation.

Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched **to the "UFCW 1518 Member Emergency Fund"**.

## SECTION 8 – Seniority

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### 8.01 Seniority

#### ***Add the following to 8.01:***

**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 (Section 10.02), and their vacation entitlement, up to the maximum allowable under Section 11.01(A) Grid B – Vacation Entitlement.**

**Note:** The parties agree to sign a letter advocating to the Health and Welfare Trustees to waive the six (6) month waiting period for benefits under Section 13.01 – Grid B Benefit Package and Contributions for those employees who quit and are rehired under this section of the collective agreement.

#### ***Amend 8.01 to read as follows:***

Seniority shall mean length of continuous service with the Employer in British Columbia as a member of UFCW Local 1518. **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.**

For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, i.e. vacations, accident/illness, Leaves of Absence, etc.

Employees shall retain and continue to accrue seniority during such absences effective Sunday After Ratification 2003 (September 28, 2003).

Bakery Seniority: Bakery Production Workers shall be considered to be a separate seniority unit with the store.

Employees shall revert to one seniority date, as defined in Section 8.01, which shall be referred to as their "Seniority Date". The parties shall be guided by Section 8.01 (Seniority) during the transition.

Employees shall revert to the new "Seniority Date" effective six months after ratification 2013 (*November 10, 2013*).

Should any issues arise regarding this transition, the parties shall meet to discuss a resolve.

### 8.07 Sale or Closure of Store

#### ***Amend to read as follows:***

In the event of sale or closure of a store, employees shall be able to exercise their seniority in other stores **that fall under the Collective Agreement of the Employer within the same Contract Area.**

In the event that the Employer closes a retail store resulting in employee(s) losing their



Memorandum of Settlement 2023 (E. & O.E.)

employment, the Employer agrees to give the employee(s) first consideration, based on continuous service with the Employer in the British Columbia Contract Areas, for rehire within their previous classification, before hiring any new employees in other Contract Areas within the province of British Columbia. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

In the event that the employee cannot maintain employment within the Contract Area and to enhance the job security of employees covered by this Agreement, effective Sunday after Ratification (*August 24 2008*), employees affected by a permanent closure of their store (i.e., no Replacement Store is opened) shall be permitted to exercise their Company seniority into other stores in the province as set out below:

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

After this thirty (30) day window 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 request 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.

Employees recalled shall be given seven (7) days notice to respond to the Employer's notice and seven (7) days to report for work. Such time periods may be extended by mutual agreement.

8.08 Staffing New Stores or a Replacement Store

***Amend to read as follows:***

If the Employer transfers employees from one Contract Area to another **store** for the purpose of staffing a New or Replacement Store, such employees shall hold the seniority they had immediately prior to being transferred to the New Store. At the end of one (1) calendar week after the store has opened, a seniority list will be prepared showing the seniority of the various employees which shall then become the seniority list in the new Contract Area. A copy of such list shall be posted in the store. The term "New Store" shall also be taken to mean a "remodel" where the size of the store is increased. Employees transferring to a New or Replacement Store shall have their seniority date amended to reflect their seniority *date* held in their previous Contract Area.

In the case of New Store openings where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of sixty (60) days. At the end of the sixty (60) day period after the store opening, the seniority dates of transferred and newly hired employees will be sent to the Union office.

The Employer agrees that employees will only be transferred from one bargaining area to another with their consent.

~~Grid A~~ Full-time employees permanently transferred out of the area of this Collective Agreement will resume their seniority rights in the area up to their original date of transfer if transferred back to the area within twelve (12) months.

~~Grid A~~ Full-time employees transferred on a temporary basis shall retain their full seniority rights in the area for six (6) months from the date of transfer.

#### 8.10 Job Posting

***Amend 8.10 to read as follows and create new section 8.11 (Grid B Full Time, reorder clauses):***

Vacant full-time **Grid A** positions shall be posted and filled within the specified time limits as set out below. No present **Grid A** full-time employee will be bumped from ~~his/her~~ **their** present position as a result of the implementation of this provision. All full-time **Grid A** and part-time **Grid A** employees are eligible to apply for full-time postings. ~~Backfill positions, available to part-time employees only, shall be filled in accordance with Section 8.10 (3) (a) below and then complete the posting process.~~

All **Grid A** employees will use their seniority date as defined under Section 8.01

Job postings shall be made available across all stores. ~~within each of the following geographic areas:~~

- ~~— Geographic Area 1 — Okanagan/Kootenay~~
- ~~— Geographic Area 2 — Cariboo/Northern~~
- ~~— Geographic Area 3 — Vancouver Island~~
- ~~— Geographic Area 4 — Hope/Whistler~~

~~Effective April 1, 2011, all postings shall go up within the geographic area first, and are open to all employees within that geographic area. 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.~~

Employees posting into the Bakery must have a proven level of Bakery experience acceptable to the Company and will be subject to a baking test by a Company designate before they will be awarded a Retail Bakers Posting.

~~Bakery Grid B employees who successfully post out of the Bakery may at the Company option be assigned full-time Grid A status in the Bakery.~~

**Grid A Full-Time Definition:** Only employees who are in Grid A or are the successful applicant of a Grid A position shall be considered full-time **under the Grid A classification.**

~~1. A Grid A full-time vacancy shall exist when:~~

~~A Grid A full-time employee is promoted or terminates employment and a Grid A full-time position remains open, or,~~

~~Scheduled hours in the classification warrant the addition of a Grid A full-time position.~~

a) The **Grid A** job posting shall contain:

1) The classification

- 2) The facility number and location
- 3) The closing date of the posting
- 4) The effective date of the position

b) The **Grid A** posted positions shall be:

Clerk Cashier  
General Clerk  
~~Snack Bar Clerk~~  
Pharmacy Assistant  
**Registered** Pharmacy Technician  
**All-Purpose Clerk**  
**Baker**

2. Grid A full-time positions that become available shall be posted and filled in accordance with the following procedure:

- a) Vacant **Grid A** positions shall be posted on the first (1st) and/or fifteenth (15th) of each month.

The available position shall be posted in all stores **in the province** ~~within the Contract Area~~ for a period of ten (10) days. A copy of the posting will be forwarded to the Union at the time of posting. Applicants shall be accepted by the Employer up to and including the closing date. The posting shall be returned to the Human Resources Department at the end of the posting period and shall be signed by the Store Manager and the Shop Steward ~~(or other member of the Contract Area in their absence)~~ to confirm that the posting was publicly displayed for the required period.

- b) **Grid A** positions shall be filled by seniority provided the employee is able to perform the normal requirements of the job. In the case of Pharmacy Assistant postings, the successful applicant must have successfully completed the approved training program (which is only available externally) prior to commencing work in their new position. Ability to do the job means ability to competently perform the normal requirements of the job following an appropriate familiarization period or an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, he/she shall be returned to his/her former position and wage rate, without loss of seniority and any other employee who has been promoted or transferred as a result of the posting shall similarly be returned to his/her former position.

~~c) All applicants must have attained twelve (12) calendar months seniority in the present classification prior to competing for a vacant Grid A full-time position.~~

~~d) Should a successful applicant decline the Grid A full-time posting, they will not be eligible to apply for a subsequent posting for a period of six (6) months.~~

- e) The name of the successful applicant along with their seniority date will be posted in all stores in the **province** ~~Contract Area~~ within fifteen (15) days of original posting. The Company will forward a copy to the Union.

- f) 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. 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.
  - g) In staffing New ~~or Replacement Stores in the province existing Contract Area,~~ —twenty five percent (25%) of the additional Grid A full-time positions in the store will be **initially filled by Key Personnel or offered as Grid A** postings under 8.10. ~~1(b) shall be posted.~~
3. ~~a) If the Grid A full time position is filled by a Grid A full time employee, a Grid A full-time backfill position will be offered by way of a supplemental job posting. Only part time employees will be eligible to apply for Grid A full time backfill positions. Should a successful applicant decline the Grid A full time backfill position they will not be eligible to apply for a subsequent backfill for a period of six (6) months.~~
- b) ~~If the position is not filled from within the geographic area, it shall immediately be posted to the province and the position shall be awarded by seniority.~~
- c) ~~A senior restricted Grid A part time employee who lifts their restriction has the right to bump the most junior Grid A full time employee in the store within the same classification.~~
- d) ~~The affected employee has the right to bump the junior Grid A full time employee within the contract area or remain in their store as part-time.~~

#### 4. Principles for Job Postings:

1. The Employer and the Union agree that Section 8.10 (2) (g) of the Collective Agreement may be amended or suspended for future New and Replacement Stores by mutual agreement of the parties.
2. ~~In the event an employee classified as a "Grid B" achieves top rate for their classification and the employee's reclassification results in a Grid A full time position being created the following rules shall apply:~~
  - a) ~~The Grid A full time job will be posted.~~
  - b) ~~If the reclassified employee wins the posting then the employee will be made full time.~~
  - c) ~~If the reclassified employee is not successful in attaining full time status then:~~
    - i) ~~the employee will be reclassified and placed on the start rate of the appropriate classification; and~~
    - ii) ~~the re-classified employee shall continue to be scheduled in accordance to the "Grid B" scheduling provisions.~~

#### 4. Wages - Changes of Classification:

~~Any employee who is a successful applicant for a Grid A full time posting or backfill, and enters a new classification shall be placed at the next highest rate within the classification with full understanding that to achieve future pay increases they only have~~

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~~to achieve 520 hours of work in their new classification to qualify.~~

~~In the event an employee posts into a position where a lesser pay scale is in effect, the employee will have their career hours applied to the their new classification.~~

~~A top rate employee would go to the top rate in any classification with a lower top rate.~~

~~Once per quarter the Union may request a thirteen (13) week average hours worked report from the Employer for part time Grid A 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 Grid A full time 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 Grid A full time positions. Actual Grid A full time positions identified by this process will be posted in accordance with Section 8.10 of the Collective Agreement.~~

**A part time Grid A employee may upon request be made full time in their current store within four (4) weeks of providing written notice to their Store Manager. In the event there are not sufficient full-time positions available in the Pharmacy of the store where the request of a part-time Pharmacy Assistant or Registered Pharmacy Technician is made to go full-time, the most junior full time employee in the classification shall be offered a full-time position in another Pharmacy should there be one available. If there is no available full time position in another store, or if the junior full time employee in the classification declines this position, they shall be reduced to part time status.**

#### **Grid A Transfer Opportunities**

**The Employer will post a minimum of fifteen (15) Grid A full time job positions in stores of it's choosing each year of the collective agreement. It is further agreed that in the life of the Collective Agreement, there will be a minimum of two (2) Grid A postings per store in the Zone 1 stores. These jobs will be filled in accordance with the Section 8.10.**

**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 A employee who has quit, retired, or left the company in the previous quarter.**

#### **NEW 8.11 Grid B Full-Time**

*Add the following to Section 8.11 to read as follows:*

**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 B FT Classifications**

**Grid B - Full Time - Cashier  
Grid B - Full Time - Clerk  
Grid B - Full Time - All Purpose Clerk  
Grid B - Full Time - Baker  
Grid B - Full Time - Pharmacy Assistant**

**Grid B – Full Time – Registered Pharmacy Technician**

**Grid B- Full Time – Coffee Bar Server**

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 appointed to Coffee Bar Operator, Produce 2<sup>nd</sup>, Bakery 2<sup>nd</sup> or Clerk In Charge, or;
- 3) 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 one hundred (100) positions in the province that will be Grid B full-time jobs. There will be a minimum of one (1) posting in each store. 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 fifty (50) Grid B full time job positions in stores of it's choosing each year to a minimum of three hundred (300) 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 three hundred (300) 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 Section 8.10 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 13.01 (Grid B Benefit Package and Contributions).

<p><b><u>Letter in MOS not to be included in Collective Agreement:</u></b> The parties agree to advocate to the trustees to add Short Term Disability and Life Insurance to the Health and Welfare Benefits Plan as a priority for Full Time Grid B Employees.</p>
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**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 10.02 Grid B Wage Scale for Clerks, Cashiers, Bakers

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**and All Purpose Clerks.**

**ATO:** Grid B full-time employees will not be entitled to ATO as outlined in Article 9.28 and 9.29.

**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)

"Years of service" shall also be deemed to include any period which an employee served in the Armed Forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

For purposes of the vacation schedule outlined above where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all applicable percentage of earnings, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Any employee commencing employment between October 1 and December 31 shall be entitled to receive five (5) days' Leave of Absence the following year during the vacation period.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

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 Section 11.03 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:**

<b>New Year's Day</b>	<b>Labour Day</b>
<b>Family Day</b>	<b>National Day for Truth and Reconciliation</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Victoria Day</b>	<b>Remembrance Day</b>
<b>Canada Day</b>	<b>Christmas Day</b>
<b>B.C. Day</b>	<b>Boxing Day</b>

**and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close 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 Section.**

**Commencing with their fifth (5<sup>th</sup>) week of employment, Grid B full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur.**

- 1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.**
- 2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.**
- 3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.**

**For purposes of determining statutory holiday pay entitlement for Grid B 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 first day of such continuous illness or accident, shall be counted as hours worked if the Grid B full-time employee would have been scheduled to work such hours they were absent.**

**All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 1/2) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday. Notwithstanding the language above, Grid B full-time employees may request to work up to forty (40) hours at straight time during the week of a holiday. Such request will not be unreasonably withheld.**

**If a Grid B full-time employee is eligible for statutory holiday pay while on**

**Workers' Compensation or paid sick time, it is understood and agreed that the maximum amount of pay that they will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.**

**Statutory Holidays may be scheduled in the week prior, the week of or the week following the week in which the Statutory Holiday occurs for full time Grid B employees.**

**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.**

#### **NEW Letter of Understanding**

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***Add as follows:***

##### **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 (excluding Pharmacy) 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 number of full time Grid B employees per store who can select this option based on the following table:**

**Stores averaging \$400,000 or more in weekly sales                      3 Full Time Grid B**

**Stores averaging less than \$400,000 in weekly sales                      2 Full Time Grid B**

**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.**

## **SECTION 9 – Scheduling**

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### 9.01 Scheduling

#### ***Amend to read as follows:***

For the purposes of this Section, classifications are defined as:

General Clerk	Clerk Cashier
Service Clerk	Pharmacy Assistant
Coffee Bar	Baker
Baker Apprentice II	Grid B
<del>Specialty Department Clerk</del>	Regulated Pharmacy Technician

#### **All Purpose Clerk**

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:

### 9.02 Scheduling

#### ***Amend 9.02 to read as follows:***

The basic workweek for employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.

For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and, in the event an employee worked in excess of the basic workweek, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

Grid A full-time employees shall not suffer a reduction in the workweek by reason of the Employer voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

**Active Grid A full-time employees, excluding Key Personnel, Pharmacy Assistants or Registered Pharmacy Technicians 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 time per calendar year in the first week of December and must be submitted no later than December 15<sup>th</sup> each year. The declaration will be in force for the following calendar year. If no declaration is submitted by December 15<sup>th</sup>, the previous valid declaration shall apply.**

**Add the following Letter of Understanding - Thirty Six (36) Hour Basic Work Week dated January 11, 2019 to the collective agreement with updated submission dates.**

### 9.04 Statutory Holidays

#### ***Amend 9.04 to read as follows:***

The following days shall be considered statutory holidays:

New Year's Day      **National Day for Truth and Reconciliation**

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
<b>B.C. Day</b>	Boxing Day

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close 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 Section.

*Balance of the section remains the same.*

#### 9.06 Restriction of Hours

***Amend to read as follows:***

A part-time employee who works less than the basic workweek and restricts **their** ~~his or her~~ availability shall sign a form so advising the Employer. ~~One~~ **A** copy of the form is to be **retained at the store and can be** sent to the Union by the Employer **upon request**. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not **they** ~~he or she is~~ **are** of restricted status, shall be reduced first. If an employee wishes to end **their** ~~his or her~~ restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date **they** ~~he or she~~ advises the Employer of **their** ~~his or her~~ full availability.

All Part Time Employees shall have the option to change their weekly hours of work up to **four (4)** ~~three (3)~~ times per calendar year.

All changes shall be effective the next posted schedule. Restricted employees do not have the right to claim any hours above their restriction.

A *Grid A* full-time employee who reverts to part-time status at **their** ~~his or her~~ own request shall be considered to have restricted **their** ~~his or her~~ availability and the foregoing shall apply.

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor. **Notwithstanding this requirement, a student shall be permitted to restrict their availability to a minimum of twelve (12) hours per week.**

**A student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance.**

**Restrictions for the times students are required to attend classes will not apply during any school breaks. Students may work additional hours above their restriction during school breaks, after the hours have gone through the schedule.**

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The Employer will endeavour to schedule full eight (8) hour shifts.

9.07 Declaration of Availability

***Amend 9.07 to read as follows:***

Only employees who restrict to ~~twenty-four (24)~~ **thirty two (32)** or fewer hours per week shall have the option of submitting a Declaration of Availability.

**Employees who restrict between thirty-two (32) and twenty-five (25) hours per week must be available for two (2) closing shifts per week and have open availability on either Saturday or Sunday.**

**Employees who restrict between twenty-four (24) and sixteen (16) hours per week must be available for one (1) closing shift per week and have open availability on either Saturday or Sunday.**

Employees (**excluding Students as referenced in Section 9.06**) must be available for at least sixteen (16) hours per week. These employees must be available for one closing shift per week AND also have open availability on either Saturday or Sunday.

This does not limit the number of weekend and/or late shifts an employee can be available for.

Employees shall be required to work within their Declaration of Availability and may lose hours as a result. This means if a shift falls outside of an employee's availability it shall not be subject to claim.

Employees shall have the option of submitting a Declaration of Availability **four (4)** ~~three (3)~~ times per calendar year including any weekly hours of work restrictions under Section 9.06 above.

Employees cannot utilize Leaves provisions (eg. TAB or RTO) to circumvent the intent of this language.

Employees shall not have the option of changing their availability for a period of **four (4)** ~~six (6)~~ months from the date of hire, except students. All students are required to submit a schedule of classes and shall remain available to work when not attending class.

All changes shall be effective the next posted schedule.

Employees shall make their restriction(s) selection(s) and Declaration of Availability on a form provided by the Employer. The form shall be signed by Store Management and the Shop Steward and a copy shall be provided to the union **upon request**.

9.08 Students, Seniority

***Agree to delete. Reorder sections accordingly.***

9.09 Weekday Restriction

***Amend to read as follows:***

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All employees (except Students and employees who have submitted a Declaration of Availability) are eligible to submit a restriction to be scheduled off any one weekday. This Weekday Restriction shall be granted by seniority however the granting of a Weekday Restriction cannot circumvent participation in fair rotation of shifts. Employees can change their Weekday Restriction up to **four (4)** ~~three (3)~~ times per calendar year.

Any employee hired prior to ratification 2013 (April 10, 2013) maintains the right to submit a Sunday restriction; however, the Sunday Restriction cannot be used in conjunction with the Weekday Restriction.

All changes shall be effective the next posted schedule.

9.13 Work Schedule

***Amend 9.13 to read as follows:***

- (a) Weekly work schedules for ~~Grid A full-time~~ **all** employees shall be posted by **no later than Sunday 6:00 p.m. Saturday, three (3) weeks in advance with that Sunday being the first day of the three (3) week period.**
- (b) ~~The Employer shall post the weekly work schedule for all employees not later than Monday 6:00 p.m. two (2) weeks in advance.~~

9.16 Minimum Hours

***Amend as follows:***

All 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 his or her 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.**

~~Notwithstanding the above Clauses in Section 9.16, a Service Clerk who is called for work and, upon reporting for work, finds that his or her services are not required, shall receive two (2) hours' pay. A Service Clerk who is called for work and commences work, and finds his or her services are no longer required, shall be guaranteed two (2) hours' pay. On Saturday only, a Service Clerk shall receive reporting pay of four (4) hours.~~

9.21 Night Stocking

***Add the following:***

**All employees hired after October 8, 1989 doing night work for shifts that begin after 9:00 p.m. shall be paid at a premium of two dollars (\$2.00) dollar per hour.**

**Employees who qualify for the Shift Differential premium set out in Section 9.19 working a Night Stocking shift as defined in Section 9.21 will be entitled to the Night Stocking premium in lieu of the Shift Differential Premium for the same hours.**

9.26 Consecutive Day Limit

***Amend as follows:***

Grid A full-time employees will not be required to work in excess of six (6) consecutive days **unless mutually agreed** and also will not be required to work two (2) consecutive Saturday/Sunday shifts.

No part-time employee shall be required to work more than six (6) consecutive days **unless mutually agreed**. It is understood that there will not be any "available hours" claim involving a seventh (7th) or subsequent days of work.

9.27 Consecutive Days Off

***Amend to read as follows:***

~~The following applies only to Grid A full-time:~~

The Employer shall schedule consecutive days off for all ~~Grid A~~ full-time employees, **unless otherwise mutually agreed**. In addition, wherever practical, A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with A.T.O. can be accomplished without an adverse effect on the operation of the department, the Employer shall do so. In consultation with Store Management non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished, the Union and the Employer shall meet to determine a method of solution.

9.28 Accumulated Paid Time Off (A.T.O.)

***Amend to read as follows:***

**The following language only applies to Grid A employees employed prior to the date of ratification:**

Regular full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. Basic workweeks shall be those described in this Subsection and shall also include time off due to Jury Duty and Witness Duty as set out in Section 12.01, and Funeral Leave as set out in Section 12.02, provided the employee has actual hours worked in the week.

Restricted employees who lift their restriction and are able to proceed to full-time status based on their seniority, shall not be required to meet the full-time status requirement (forty (40) hours per week for eight (8) weeks) of the Collective Agreement.

It is understood where the above causes a junior full-time employee to be reduced to part-time status, this reduction is not a reduction by the Employer.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Full-time employees shall accumulate the four (4) hours per week A.T.O. on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

A.T.O. accumulation can vary to a maximum of plus or minus twenty (20) hours in employee A.T.O. bank. **Employees with more than forty (40) hours of A.T.O. may, at the Company's discretion, be scheduled multiple A.T.O. days within a week in order to achieve plus or minus twenty (20) hours in the employee A.T.O. bank.** Employees shall not be required to take an A.T.O. day if they are minus twenty (20) hours of A.T.O.

The plus/minus A.T.O. number may be altered by mutual agreement between the employee and the Employer.

***Revise balance of agreement to reflect this change.***

#### 9.29 A.T.O. Entitlement

***Amend Section 9.29 to read as follows:***

**The following language only applies to Grid A employees employed prior to the date of ratification:**

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, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

For the purposes of this Section, a part-time employee who works forty (40) hours per week, including statutory holidays, for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated paid time off as provided in this Section at the appropriate full-time rate of pay.

"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. The employee shall be advised when he or she works or is assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that he or she is being prevented from working forty (40) available hours, he or she may request an explanation from the Store Manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a Grievance in accordance with Sections 24 and 25 to determine whether or not the employee should be working forty (40) hours per week.



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Employees will be advised of their A.T.O. entitlement on a weekly basis in writing, according to current or developed practices.

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

***Amend to read as follows:***

**The following language only applies to full-time Grid-A employees**

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 (**if applicable**), A.T.O (**if applicable**), Vacations (**if applicable**) and **qualifying for Statutory Holiday pay**.

9.32 Time Clocks

***Amend 9.32 paragraph 4 as follows:***

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**.

**Notwithstanding anything to the contrary in the Collective Agreement, the Employer will apply a five (5) minute leeway on either side of 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.**

***Balance of the section remains the same.***

**Section 10 – Wages and Classifications**

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***Amend as follows:***

For the purposes of this Section, classifications are defined as:

General Clerk*	Clerk Cashier*
Service Clerk	Pharmacy Assistant
Coffee Bar	Baker
Baker Apprentice II	Grid B*
<b>Regulated Pharmacy Technician</b>	

*\* These classifications include All Purpose Clerks for stores using Cross Classification scheduling.*

10.02 Grid B Wage Scale

***Amend as follows:***

The following wage scale shall apply on the Sunday after Ratification 2013

**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

Coffee Bar Operators will receive the above mentioned increases as an off-scale increase. If that increase puts the employee at an off-scale rate, they will remain at that off scale rate and then work the hours required to qualify them for the next higher rate on the Grid B scale.

**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

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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.

10.03 Grid B Off Scale Wage Increases

***Amend as follows:***

*All Grid B employees hired at or before ratification 2013 (April 10, 2013) will receive the off scale wage increases outlined below:*

A) ~~Grid B employees at top rate of pay shall receive off scale wage increases as follows:~~

Sunday After Ratification 2013	\$0.50
First Sunday in April 2014	\$0.50
First Sunday in April 2015	\$0.50
First Sunday in April 2016	\$0.50
First Sunday in April 2017	\$0.60
March 31 2018	\$0.60

B) ~~Grid B employees not at top rate shall receive off scale wage increases as follows:~~

Sunday After Ratification 2013	\$0.35
First Sunday in April 2014	\$0.35
First Sunday in April 2015	\$0.35
First Sunday in April 2016	\$0.35
First Sunday in April 2017	\$0.40
March 31 2018	\$0.40

~~Off scale wage increases shall not impact employee's ability to reach the next highest rate of pay on the wage scale. For example, if an employee has worked 320 hours towards his/her next highest rate on the wage scale and receives a \$0.25/hour off scale increase, they will work 200 hours and reach the next highest rate of pay on the 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**

**Retroactive pay for the employees referenced above in the amount of five (5%) percent per hour to April 1, 2023 for all regular hours worked and/or paid shall be paid to employees within thirty (30) calendar days of the date of ratification.**

10.04 In-Store Coffee Bars

***Amend section 10.04 as follows:***

1. Coffee Bars ~~will be a new and~~ **are a** separate department.
2. ~~Until the store reaches the seventy-five percent (75%) target for Grid B employees in the store, new hires are Grid B employees.~~
3. ~~Therefore, these new hires~~ **Coffee Bar servers** will be classified as "Grid B" and will be covered by the Collective Agreement, like all other Grid B employees, except as noted below.
4. Coffee Bar employees will progress up the **Grid B** wages scale listed in this Collective Agreement under Section 10.02. ~~as follows: — Employees hired in coffee bars shall not progress further than \$14.00/hour should the employee decide to remain in the coffee bar. — Once coffee bar employees have achieved \$14.00/hour, these employees can transfer to other classifications in order to progress further up the 2013 — 2018 wage scale outlined in Section 10.02.~~
5. **Coffee Bar servers may opt to work additional hours outside of the Coffee Bar, provided they have been fully maximized on the Coffee Bar schedule first. The Coffee Bar servers may request to be topped up with remaining available hours after the Grid B Cashiers or General Clerks are maximized on their respective schedules.**
6. There shall be one (1) ~~person (supervisor) in charge of each "Coffee Bar Operator."~~ **The Coffee Bar Operator will be paid at Step nine (9) on the Grid B Scale unless their current rate of pay is higher. Once a Coffee Bar Operator reaches the top of the Grid B scale they will work an additional 1040 hours and then be paid a rate of one dollar (\$1.00) above the top rate of the Grid B scale.**

~~That person shall receive a premium for all hours worked as part of their regular workweek. as follows:~~

~~If the Coffee Bar Supervisor's rate of pay is less than or equal to \$14.00/hour the Coffee Bar Supervisor shall receive a premium of two dollars (\$2.00) per hour~~

~~If the Coffee Bar Supervisor's rate of pay is more than \$14.00/hour the Coffee Bar Supervisor shall receive a premium of one dollar (\$1.00) per hour.~~

For days off and other periods of absence, such as vacations, sickness, etc., a person relieving the person in charge shall receive a premium of fifty cents (\$0.50) per hour for the hours worked in that capacity. It is also understood that the person relieving for vacations or other absences shall work the same workweek as the ~~supervisor~~ **Operator**.

7. All employees in the "Coffee Bar" will be allowed to work up to forty (40) hours per week, as per the Collective Agreement.

~~7. Wages, scheduling and benefits will be as per the Collective Agreement for Grid B employees.~~

~~8. By mutual agreement of the Parties, this Agreement may be amended during the life of the Collective Agreement to deal with the issues that arise.~~

#### 10.05 Grid A Off Scale Wage Increases

***Amend as follows:***

~~All Grid A employees hired at or before ratification 2013 (April 10, 2013) will receive the off-scale wage increases outlined below.~~

~~The following off-scale increases shall be paid to Grid A employees as follows:~~

First Sunday in April 2014	\$0.30
First Sunday in April 2015	\$0.25
First Sunday in April 2016	\$0.25
First Sunday in April 2017	\$0.20
March 31, 2018	\$0.20

~~Off scale wage increases shall not impact employee's ability to reach the next highest rate of pay on the wage scale. For example, if an employee has worked 320 hours towards his/her next highest rate on the wage scale and receives a \$0.30/hour off scale increase, they will work 180 hours and reach the next highest rate of pay on the wage scale.~~

**Current All Top Rated or Over-scale Grid A Employees (Excluding Service Clerks, Pharmacy Assistants and Registered Pharmacy Technicians) 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**

**Retroactive pay for the employees referenced above in the amount of five (5%) percent per hour to April 1, 2023 for all regular hours worked and/or paid shall be paid to employees within thirty (30) calendar days of the date of ratification.**

10.06 Grid A Wage Scale for General Clerk and Clerk Cashier Classifications***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 (Excluding Service Clerks, Pharmacy Assistants and Registered Pharmacy Technicians) 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.**

10.09 Off-Till Duties***Amend Section 10.09 as follows:***

**The following language only applies to employees who held off-till duties as of the date of ratification. After these employees have been scheduled, all remaining off-till duty hours will be assigned at the Company's discretion to an employee on shift, with the skill and ability to perform the duty. Effective SFR, there will be no new off-till duty postings.**

~~The Union and the Employer have developed a Standardized Fixed Off-till Duty Posting form. The purpose of this form is to develop a more formal recording of applicants for fixed off-till duties, similar to the way in which full time and backfill job postings are recorded. It is to also record which fixed duty(s) have been posted, and when the fixed duty was posted. The intent of the parties is to eliminate any future discrepancies in the fixed off-till duty lists.~~

- Off-till duties            i) fixed  
                                  ii) variable
- Fixed defined as        a) office work  
                                  b) file maintenance  
                                  c) front-end service **desk centre**  
                                  d) bakery counter  
                                  e) floral  
                                  f) ~~magazines~~

~~To be eligible for the above mentioned fixed duties, it is understood that a Standardized Fixed Off-Till Duty Posting Form will be used. When an agreed upon fixed duty becomes available, the Employer shall post notice of the opening on the standardized Off-till Duty~~

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~~Posting Form for a minimum of two (2) weeks. The Shop Steward's (or designated alternate) signature must appear on the form to verify the job was posted for the required two (2) weeks. Applicants interested in applying shall sign and print their name on the standardized form. The most senior successful applicant(s) name will be posted on the standardized form and it must be signed by the Shop Steward and Store Manager.~~

~~All off-till duty postings become final thirty (30) days after they are awarded. No challenges will be accepted after this time frame.~~

~~Similarly, If a Cashier in a fixed off-till duty voluntarily decides they no longer wish to perform the fixed duty, the Cashier will be required to fill out a Step-Down Form. Once this form is completed and turned into the Store Manager or designate manager, the Cashier is considered to have relinquished the fixed off-till duty and will be removed from the off-till duty list. This would not prevent the Cashier from applying for any fixed duty anytime in the future. This form also must have the Shop Steward and Store Manager's signature. Again the intent of the parties is to eliminate any future discrepancies in the fixed off-till duty lists.~~

~~Clerk Cashiers performing off-till duties who restrict their hours (9.06) will not lose their off-till ranking or their (previous) off-till hours entitlement when they lift their restriction.~~

~~Eligibility will be as follows:~~

- ~~– Applicants must be within the Clerk Cashier classification.~~
- ~~– The agreed upon fixed duty position is defined as the most junior position within the fixed duty and shall be scheduled accordingly. However, this shall not entitle anyone working fixed duties to more hours than their seniority provides.~~

~~Example: Should a 40-hour fixed-duty employee terminate their employment or relinquish the off-till duty, the hours would first be allocated among the current employees ranked on the fixed off-till duty list. They would be eligible for these hours based on two criteria. The first allocation of these hours would be according to the hours allowable based on their classification seniority. The second criterion would be that they would get these hours within the fixed duty based on their ranking within the particular fixed-duty. The remaining hours would be posted. If a Cashier more senior than any employee in the fixed-duty applies, (s)he is only eligible for hours based on his/her ranking.~~

~~The most senior Clerk Cashier will be awarded the position based on seniority and ability. Ability will be determined within the sixty (60) calendar day probationary period. During this period, at least one evaluation will be conducted between the Employer and the employee. It is understood that the employee will be given a reasonable opportunity to learn the position within the probation period. In the event that there has not been a reasonable opportunity to properly assess the employee's performance, the probationary period may be extended after discussion with the Union, by a further sixty (60)-day extension period. If it is determined that the Clerk Cashier cannot **satisfactorily** perform the fixed duty, they will resume their Cashier duties. It is understood that the Clerk Cashiers performing fixed duties will continue to maximize their hours according to their seniority in the Clerk Cashier classification. Furthermore, Clerk Cashiers performing fixed duties out of seniority prior to August 18, 1997 shall be red-circled to ensure that they will not be bumped.~~

Temporary Fixed Duty Postings

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~~A temporary agreed upon posting will fill a fixed position of an employee absent from work under the terms of the Collective Agreement who is expected to return at some later date (i.e., W.I., W.C.B., L.O.A., Maternity Leave, etc.). It is understood that when the absent employee will not be returning, the fixed position will be posted under the terms above. Note: The temporary applicant does not have "bumping" rights while they are still designated as "temporary" and will be returned to their former position when the absent employee returns.~~

Practices:

### Principles of the Implementation of Off-Till Duty Language

**Eligible employees have a right to maximize their hours of work to a maximum of 40 hours in a week. They should be scheduled into off-till duties based on their ranking in that off-till duty. If there are two off-till shifts available on a scheduled day the employee with a higher ranking shall receive the longer off-till duty shift.**

If a Cashier is currently performing a fixed duty and voluntarily decides that they do not want to perform those duties anymore, they can return to their regular Cashier duties ~~and remain eligible for other fixed duty postings~~. The Cashier will be required to fill out a Step-Down Form ~~as mentioned previously in this Section~~.

If through a change of operation or method, a fixed duty position is eliminated by the Company, the most junior Cashier in that fixed duty will be allowed to bump the most junior Cashier performing a different fixed duty within the store. One exemption would apply. The exception would be where an employee who has been in the position less than six (6) months, then (s)he would be bumped rather than a more junior experienced employee.

~~Example: A File Maintenance person with 1980 seniority is released. The least senior Cashier in a fixed duty has a 1985 date. The 1985 employee could be bumped by the 1980 employee. However, if there was a 1975 employee who had only just started in the fixed duty a month before, then the 1975 employee would return to their previous duties to accommodate the File Maintenance person.~~

It is understood that some fixed duties may be required to be done on Sunday.

**Employees must be available to work off-till duty shifts if they hold a ranking.**

**Maximization of off-till duties takes precedence over consecutive days off and is subject to availability.**

Any Cashier who has a fixed duty will not be exempt from performing a variable duty when not performing their fixed duty.

~~If a Clerk Cashier is awarded a fixed duty and subsequently it is found that they are unable to satisfactorily perform the duty and therefore are returned to their regular cashiering duties, this will not exempt them from applying for another future fixed opening.~~

**Effective the date of ratification, candy, cigarettes and magazines may be a fixed duty only in stores where there were eligible employees posted into these duties.** It is understood that in some locations the stocking of the above items ~~are may be~~ a variable duty.



Variable Duties (For Employees Hired Prior to Ratification only)

Any duties not specified as fixed above, which constitute off-till duties, shall be performed by the most senior Clerk Cashier(s) available on shift.

If, through the implementation of this language a disagreement arises, the Union and the Company will meet to resolve the issue.

The most senior Cashier may assume a variable duty currently being performed by a junior Cashier.

When a senior Cashier comes on duty, that person is entitled to take over a variable duty currently being performed by a junior Cashier.

The specific problem is exemplified as:

A junior Clerk Cashier performs a fixed duty which has an eight-hour shift attached to it, e.g., 12 a.m. to 8:30 a.m., the senior Cashier has voluntarily decided not to perform the fixed "off-till" duty but in doing so risks the possibility that the regular cashiering duty shift may be less than eight (8) hours, as compared to the fixed "off-till" duty shift.

This example shows that a junior Cashier could be scheduled more hours on a particular day than a senior Clerk Cashier providing they are performing a fixed "off-till" duty.

To address this problem, the parties (Union and Company) shall meet to resolve the matter on an individual basis.

10.11 Retail Bakers

***Amend as follows retaining the balance:***

**Current Top Rated or Over-scale Retail Bakers 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**

**Retroactive pay for the employees referenced above in the amount of five (5%) percent per hour to April 1, 2023 for all regular hours worked and/or paid shall be paid to employees within thirty (30) calendar days of the date of ratification.**

10.12 Pharmacy Assistants

***Amend Section 10.12 to read as follows:***

**Pharmacy Assistants Hired Prior to the Date of Ratification**

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Steps	Accumulated Hours Worked	FT SFR	PT SFR
1	0 to 520	\$19.00	\$19.00
2	521 to 1040	\$19.25	\$19.25
3	1041 to 1560	\$19.50	\$19.50
4	1561 to 2080	\$19.75	\$19.75
5	2081 to 2600	\$20.00	\$20.00
6	2601 to 3120	\$20.25	\$20.50
7	3121 to 3640	\$20.78	\$21.50
8	3641 to 4160	\$21.16	\$22.00
9	4161 to 4680	\$21.54	\$22.50
10	Over 4680	\$21.98	\$23.00

**Transition:**

Pharmacy Assistants hired prior to ratification at a wage rate at or below nineteen (\$19) dollars per hour shall move to the new Pharmacy Assistant scale based on their experience hours.

Pharmacy Assistants hired prior to ratification at a wage rate above nineteen (\$19) dollars per hour shall receive a two dollars (\$2) per hour off scale wage increase effective SFR and will move to the next highest rate after working 1040 hours on the new Pharmacy Assistant scale.

Effective SFR, the “Safeway and FreshCo Pharmacy Assistant and Registered Pharmacy Technician – Attraction and Retention Bonus Program” will end and the final lump sum payment will be made within three (3) weeks of the date of ratification. It is further agreed that the payments made for hours from April 1, 2023 to the date of ratification will be counted as earnings for pension purposes.

Existing Over Scale Pharmacy Assistants will not have their rate of pay reduced as a result of the implementation of this scale.

Pharmacy Assistants hired prior to ratification at top rate or over scale at the time of the payment shall receive the following off scale increases:

Effective June 2, 2024 – ninety (90¢) cents per hour increase

Effective June 1, 2025 –eighty-five (85¢) cents per hour increase

Effective June 7, 2026 – sixty (60¢) cents per hour increase

**Pharmacy Assistants Hired After the Date of Ratification:** Pharmacy Assistants hired after the date of ratification will have Grid B economic terms and benefits

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and be placed on the following scale.

<b>Steps</b>	<b>Accumulated Hours Worked</b>	<b>SFR</b>
<b>1</b>	<b>0 to 520</b>	<b>\$19.00</b>
<b>2</b>	<b>521 to 1040</b>	<b>\$19.25</b>
<b>3</b>	<b>1041 to 1560</b>	<b>\$19.50</b>
<b>4</b>	<b>1561 to 2080</b>	<b>\$19.75</b>
<b>5</b>	<b>2081 to 2600</b>	<b>\$20.00</b>
<b>6</b>	<b>2601 to 3120</b>	<b>\$20.50</b>
<b>7</b>	<b>3121 to 3640</b>	<b>\$21.50</b>
<b>8</b>	<b>3641 to 4160</b>	<b>\$22.00</b>
<b>9</b>	<b>4161 to 4680</b>	<b>\$22.50</b>
<b>10</b>	<b>Over 4680</b>	<b>\$23.00</b>

10.13 Registered Pharmacy Technicians

**Registered Pharmacy Technicians Hired Prior to the Date of Ratification**

<b>Steps</b>	<b>Hours</b>	<b>FT</b>	<b>PT</b>
<b>1</b>	<b>0 to 520</b>	<b>\$23.53</b>	<b>\$24.50</b>
<b>2</b>	<b>521 to 1040</b>	<b>\$24.03</b>	<b>\$25.00</b>
<b>3</b>	<b>1041 to 1560</b>	<b>\$24.53</b>	<b>\$25.50</b>
<b>4</b>	<b>1561 to 2080</b>	<b>\$25.03</b>	<b>\$26.00</b>
<b>5</b>	<b>2081 to 2600</b>	<b>\$25.53</b>	<b>\$26.50</b>
<b>6</b>	<b>2601 to 3120</b>	<b>\$26.03</b>	<b>\$27.00</b>
<b>7</b>	<b>3121 to 3640</b>	<b>\$26.53</b>	<b>\$27.50</b>
<b>8</b>	<b>3641 to 4160</b>	<b>\$27.03</b>	<b>\$28.00</b>
<b>9</b>	<b>4161 to 4680</b>	<b>\$27.53</b>	<b>\$28.50</b>
<b>10</b>	<b>4681 to 5200</b>	<b>\$28.03</b>	<b>\$29.00</b>
<b>11</b>	<b>5201 to 5720</b>	<b>\$28.43</b>	<b>\$29.50</b>
<b>12</b>	<b>Over 5721</b>	<b>\$30.09</b>	<b>\$31.50</b>

**Transition:**

Registered Pharmacy Technicians hired prior to ratification shall receive a two dollar (\$2.00) per hour off scale wage increase effective SFR and will move to the next highest rate after working 1040 hours on the new Registered Pharmacy Technician scale.

Effective SFR, the “Safeway and FreshCo Pharmacy Assistant and Registered Pharmacy Technician – Attraction and Retention Bonus Program” will end and the final lump sum payment will be made within three (3) weeks of the date of ratification. It is further agreed that the payments made for hours from April 1, 2023 to the date of ratification will be counted as earnings for pension purposes.

Existing Over Scale Registered Pharmacy Technicians will not have their rate of pay reduced as a result of the implementation of this scale.

Registered Pharmacy Technicians hired prior to ratification at top rate or over scale at the time of the payment shall receive the following off scale increases:

Effective June 2, 2024 – sixty-five (65¢) cents per hour increase

Effective June 1, 2025 – fifty-five (55¢) cents per hour increase

Effective June 7, 2026 – sixty (60¢) cents per hour increase

If qualified candidates are not available, the Employer may canvass existing employees or hire new employees who are registered and active in a certification program. If the employee ceases to participate or successfully complete the certification, within twenty-four (24) months of commencing the program, the employee will then be assessed by the Employer to determine their future placement within the same store. If the employee is moved to another classification, they would maintain their career hours.

The Employer will notify the Union and the employees noted above in writing twelve (12) months prior to expiry of the twenty-four (24) month period.

Registered Pharmacy Technicians are a separate classification. Employees must be properly licensed in accordance with Provincial regulations to fill this position.

Registered Pharmacy Technician duties will be prescribed by the Provincial and other regulatory authorities.

When staffing a full time Registered Pharmacy Technician position with qualified employees, the Employer will:

- a) Fill the position in accordance with Section 8.10(Job Posting) of the Collective Agreement, or;
- b) If no qualified employee applies for the posting, the position will be filled by a qualified external candidate. The Employer will determine the initial full time or part time status of this employee.

*It is understood that all persons hired in the future for the position of Registered Pharmacy Technician will be required to be a licensed Registered Pharmacy*

***Technician Certification under the provincial college of Pharmacy.***

- 1) The Employer will continue with the current practice with Pharmacist Interns and Pharmacist Students. Pharmacy Assistant and Registered Pharmacy Technician hours will not be impacted by this practice.
- 2) The Employer will pay annual licensing fees. The Employer will also reimburse Registered Pharmacy Technicians for training courses that are either a requirement of the Employer and/or legislated by the College of Pharmacists of British Columbia and are certifications stemming from a Professional Practice Policy. The fees for these specific courses will be paid for Registered Pharmacy Technician employees who have been employed in excess of twelve (12) months. Reimbursement levels are based on average weekly hours worked in the last calendar year and are as follows:

Twenty (20) hours or more	100%
Nine (9) to nineteen (19) hours	50%
Less than nine (9) hours	0%

In the event that an employee has a weekly average of less than nine (9) hours due to an approved leave of absence for sickness, maternity or paternity leave or WorkSafe BC to a maximum of eighteen (18) months total from the start of the leave, the employee will be reimbursed at the 50% level.

- 3) In the event the introduction of Registered Pharmacy Technician(s) in a pharmacy impacts the hours of Pharmacy Assistants in that store, protection of hours will come into effect. This protection will be based on the fifty-two (52) week average hours worked, immediately prior to the introduction of the Registered Pharmacy Technicians to their pharmacy. This protection will mean that the Pharmacy Assistant will be scheduled a minimum of their fifty-two (52) week average hours worked. This protection will expire twelve (12) months after the initial introduction of a Registered Pharmacy Technician in a store.

This protection of hours applies only to hours impacted as a result of the introduction of Registered Pharmacy Technicians.

- 4) If a new hire employee or an existing employee who is classified as a Pharmacy Assistant completes or has completed an accredited Registered Pharmacy Technician course but are awaiting licensing or completion of national board exams, that employee will be placed on the top step of the new pharmacy assistant wage scale at ~~\$19.23/hr~~ twenty three dollars (\$23.00) until they are licensed with the BC College of Pharmacists, for up to twenty-four (24) months. If the Provisional Registered Pharmacy Technician does not acquire the above-mentioned license within the twenty-four (24) month period, they will be moved to the Pharmacy Assistant classification and placed at the appropriate hourly wage with credited hours worked.

Pre-ratification Pharmacy Assistants and Registered Pharmacy Technicians keep their Grid A economic terms and conditions.

The Employer will notify the Union and the employee noted above in writing

**twelve (12) months prior to expiry of the twenty-four (24) month period.**

- 5) Existing internal Pharmacy Assistants with less than 520 experience hours will have their career hours established at zero and placed on the Registered Pharmacy Technician Wage Scale (above) at the appropriate scale rate. All other internal Pharmacy Assistants will be placed on the Registered Pharmacy Technician Wage Scale (above) according to their career hours to a maximum of 4680.**

10.14 Service Clerks

***Amend 10.14 to read as follows, add new letter of understanding:***

**Active Service Clerks who were on the payroll of the Company as of the date of ratification at the top rate or over-scale as of the effective dates listed below shall receive the following increases:**

**Effective April 1, 2023 – 50 cents per hour**

**Effective June 2, 2024 – 3% increase**

**Effective June 1, 2025 – 2% increase**

**Effective June 7, 2026 – 2% increase**

**Retroactive pay for the employees referenced above in the amount of fifty (50¢) cents per hour to April 1, 2023 for all regular hours worked and/or paid shall be paid to employees within thirty (30) calendar days of the date of ratification.**

~~Service Clerks hired prior to Ratification 1997 shall be entitled to be re-classified as part time Grid A General Clerks or Clerk Cashiers. These employees may choose to be General Clerk or Clerk Cashier and will be given a seniority date of November 23, 1997 and then achieve full time status in accordance with Section 8.10. This clause is subject to the same terms and conditions of 10.14, point 10.~~

Service Clerk Seniority

**Service Clerk classification will only be open to those employees hired prior to the date of ratification of this collective agreement.** Service Clerks shall have seniority only over junior Service Clerks for preference in available hours.

Service Clerk duties are restricted to the following:

- A. Wrapping groceries and taking them to customers' vehicles and collecting shopping buggies.
- B. Complete bottle refunds, sorting of bottles and taking empty bottles to the back of store, where applicable.
- C. Stock bags or boxes in checkstand area.
- D. Clean in checkstand area (including sweeping only of the checkstand).

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- E. Price checks and return of perishable goods only from checkstand (but not to include stocking).
- F. Cleaning parking lot **and store entrance areas, including replenishment of hand sanitizers, wipes and other cleaning supplies.**
- G. Clean spills and breakage.
- H. Hang signs and window banners.
- I. Getting change for Clerk Cashiers.
- J. Pick up all items from sales area for customers going through the checkstands.
- K. Water, cleaning, and arranging outside garden centre.

Penalties for violation of Service Clerk duties:

i) ~~Service Clerk~~

- ~~1st violation~~  
~~written warning from Union~~
- ~~2nd violation~~  
~~two (2) weeks suspension without pay~~
- ~~3rd violation~~  
~~termination of employment.~~

ii) ~~Contract Area Employee: Directing Service Clerk to violate rules re Service Clerk duties:~~

- ~~Same penalties as Service Clerk, Section 10.14 (i), above.~~

iii) ~~Non-Contract Area Person: Directing Service Clerk to violate rules re Service Clerk duties:~~

- ~~1st violation~~  
~~written warning from Union~~
- ~~2nd violation~~  
~~five hundred dollar (\$500.00) fine~~
- ~~3rd and subsequent violations within a twelve (12) month period of the date of the last violation will result in fines of one thousand dollars (\$1,000.00) for each violation. Where twelve (12) months has elapsed from the date of the written warning or the last fine without infraction, the Employer is entitled to another notice.~~

~~Where the Employer has been fined, such fine is to be dispatched to BG Administrators who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer~~

## **New Letter of Understanding**

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### ***Add as follows:***

**Service Clerks:** Service Clerks hired prior to the date of ratification may apply to transfer to a Grid B All Purpose Clerk, if eligible, as per Section 10.15 of the Collective Agreement. If successful, the employee will be assigned the next highest rate on the new Grid B scale and credited hours required to hold that rate. These employees will receive Grid B economic terms and benefits.

Service Clerks with twenty (20) years or more of service, who are reclassified as set out above will be entitled to retain their Grid A economic terms (excluding ATO).

### 10.16 (A) Transfers

#### ***Amend 10.16 (A) to read as follows:***

##### Lower Mainland

##### Vancouver - Chilliwack

- 120 miles return - 2 hours per day

##### Vancouver - Abbotsford

- 80 miles return - 1 1/2 hours per day

##### Vancouver - Mission

- 90 miles return - 1 1/2 hours per day

##### Vancouver - Langley

- 50 miles return - 1 hour per day

##### Vancouver Island

##### Victoria - Duncan

- 70 miles return - 1 1/2 hours per day

## **SECTION 11 – Vacations**

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### 11.01(A) Vacation Entitlement

#### ***Amend to read as follows:***

#### **11.01 Vacation Entitlement – Grid B**

**The following language applies to Grid B employees:**

A) The following vacation entitlement schedule for employees, except for Grid A,



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shall be effective January 1, 2017 and shall at that time replace the Employment Standards Act vacation provisions as follows:

**Grid B Vacation Entitlement Time Off Vacation Pay\***

Less than 3 years continuous service	2 weeks	4%
3 or more years continuous service	3 weeks	6%
8 or more years continuous service	4 weeks	8%
13 or more years continuous service	5 weeks	10%

(\*Percentage (%) of Gross pay)

- B) "Years of service" shall also be deemed to include any period which an employee served in the Armed Forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.
- C) For purposes of the vacation schedule outlined in Section 11.01 (A) where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.
- D) Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all applicable percentage of earnings, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.
- E) Any employee commencing employment between October 1 and December 31 shall be entitled to receive five (5) days' Leave of Absence the following year during the vacation period.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

11.02 Vacation Bridge

***Add the following to Section 11.02:***

**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.**

#### 11.03 Vacation Scheduling

***Amend to read as follows:***

*The following language applies to all employees:*

**A) Vacation Formula**

The Employer and the Union agree to the following principles in the selection of vacation ~~by introducing~~ **using** a formula to establish the numbers of employees able to select vacations by classification on a weekly basis.

- The formula for calculating the number of eligible employees allowed to take vacation in any week other than the week before Christmas, Christmas week and the week after Christmas (Section 11.03 (D) – December Vacation) will be as follows:

- By classification, each store will **add up the** total ~~the~~ number of eligible weeks of vacation for employees **within the classification** with at least one year of service as of January 1. That total number of **vacation** weeks will be divided by 50.

- **The formula number will be rounded up from 0.5, (example 2.5 = 3) and rounded down from 0.4 (example 2.4 = 2)**

- The Employer and the Union will micromanage stores which are negatively impacted by the formula.

**B) Vacation Selection Process**

Vacation selection process for all eligible employees (including part time) shall commence November 1 and continue through January 31. All employees who are eligible for vacation will be included on the vacation planner. The current process for **vacation** selection will be followed. Employees have up to three (3) calendar days to select their vacation by seniority.

The minimum number of employees permitted off on vacation in each classification in a week shall be in accordance with the vacation formula outlined in Section 11.03 (A).

After January 31, any outstanding vacation selections shall be granted on a “first come, first serve” basis, subject to operational needs.

Upon completion, a copy of the vacation planner shall be forwarded to the Union Office. The completed vacation planner will also be available in store for review by employees.

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Any changes to the vacation schedule shall be by mutual agreement between the employee and Store Manager or designate.

~~Grid A full time employees will be paid weekly whether they are on vacation or working.~~

Part-time employees will be paid out 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 31<sup>st</sup> and request to be paid out their vacation balance in advance. Such a request will not be unreasonably denied.**

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Company seniority shall apply in preference for vacations within the store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternative procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation. Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

C) Single Day Vacation

Any employee who is entitled to vacation time off may request to take **up to one (1) 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 **(1) or two (2) weeks** of their vacation into single days prior to the commencement of the vacation selection process.
- In determining the formula Section 11.03 (A), only employees' full weeks of vacation are used.

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- Single Vacation Days will be selected during the vacation selection process in seniority order.

Single Day Vacation 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 requests will be denied in order of reverse seniority.

- D) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - ~~April~~ **May** 1 to September 30. This can be varied if mutually agreeable to the employee and the Employer. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks' paid vacation, shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed. Vacations must be taken in units of not less than one (1) week. Once initial vacations have been selected during the regular vacation period (~~April~~ **May** 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of the two (2) or three (3) weeks are to be scheduled between October 1 and ~~April~~ **May** 1 and at a time requested by the employee, provided three (3) months' prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. The foregoing shall not apply to the week that Christmas Day occurs and the week prior. Should vacation time be made available during this "black-out" period, those vacation weeks shall be granted by seniority. For the week following Christmas week, two (2) employees per store will be able to take vacation by seniority unless otherwise permitted by the Employer.

- E) When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three (3) or more weeks' vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.

## **SECTION 12 – Leaves of Absence**

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### **12.02 Funeral and Bereavement Leave**

***Amend to read 12.02 as follows:***

***Effective ratification 2013 (April 10, 2013) the following language applies to all employees:***

In the event of death of a ~~brother, sister~~ **sibling**, ~~parent-in-law, mother-in-law, father-in-law,~~ **sibling-in-law**, ~~sister-in-law, brother-in-law,~~ **grandparent**, ~~grandmother,~~ **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 or the time of service.

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. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks. The family members listed in this paragraph include "step" family members, for example, ~~father~~ **parent** also includes step-~~father~~ **parent**.

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 re-scheduled at some later date as mutually agreed between the employee and the Employer.

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

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

#### 12.06 Educational Leave

***Amend Section 12.06 1<sup>st</sup> paragraph as follows:***

Employees with **two (2)** ~~four (4)~~ years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year and shall accumulate seniority.

#### 12.08 Self-Pay of Pre-Leave Benefits

***Amend to read as follows:***

While employees are on leave under Section 12.03, 12.04, 12.06, 12.07 and 12.12, they shall be permitted to pay in advance, on a quarterly basis, their pre-leave benefits for MSP, EHB, HEP and Life Insurance. ~~Once the Company's new HR platform is in place and the necessary upgrade has been installed,~~ employees may select to pre-pay for any of the following groups or combinations thereof:

1. MSP/EHB
2. WI/LTD
3. Life Insurance

The Company and Union agree to recommend to the Dental Trustees to provide a process for employees to prepay their dental benefits prior to going on the leaves outlined above.

#### 12.09 Pyramiding Leaves

***Amend 12.09 to read as follows:***

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The Union and the Employer agree that eligible employees may pyramid leaves to a maximum of **twenty-four (24) months** ~~three (3) years~~. ~~For example, an employee may start with a one hundred and twenty (120) day Take A Break Leave, then take a one (1) year Leave of Absence, then take a one (1) year Educational Leave and then take another one hundred and twenty (120) day Take A Break Leave, thereby taking two (2) years and eight (8) months off consecutively.~~ There is no requirement to return to work between leaves.

The parties agree to include the following note in the MOS: Employees who are on an approved pyramided leave in accordance with Section 12.09 prior to the date of ratification may complete that leave.

#### 12.10 Pregnancy Leave

***Amend 12.10 to read as follows:***

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) **consecutive weeks, taken during the period that begins no earlier than up to eleven thirteen (134) 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~~ **seventeen (6 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.
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.
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 physician's 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.

#### 12.11 Parental Leave

**Amend 12.11 to read as follows:**

- 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 Section 12.10 – up to **sixty-one** ~~thirty-five (61 35)~~ weeks of unpaid leave beginning immediately after the end of the leave taken under Section 12.10.
  - b) for a birth ~~mother~~ **parent, other than an adopting parent**, who does not take a leave under Section 12.10 in relation to the birth of a child – up to **sixty-two** ~~thirty-seven (62 37)~~ weeks of unpaid leave beginning after the child's birth and within **seventy-eight** ~~fifty-two (78 52)~~ weeks after that event
  - c) ~~for a birth father – up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.~~
  - d) for an adopting parent – up to **sixty-two** ~~thirty-seven (62 37)~~ weeks of unpaid leave beginning within **seventy-eight** ~~fifty-two (78 52)~~ weeks after the child is placed
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*.

12.13 Unpaid Extended Parental Leave

**Amend 12.13 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 Section 12.04 shall apply.

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**SECTION 13 – Health and Welfare Plan**

13.03 (C) 2. Grid A Health and Welfare Plan

**Amend 13.03 (C) 2. to read as follows:**

The fourth (4<sup>th</sup>) day of absence **from consecutively scheduled shifts** due to sickness or non-occupational accident.

***Balance unchanged***

## **SECTION 14 – Sick Leave Benefits**

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### **14.07 Joint Workplace Accommodation Committee**

***Amend 14.07 to read as follows:***

**The Company acknowledges its legal obligations with respect to employees who request accommodation in the workplace.**

~~An ongoing joint committee consisting of representatives of the Union and the Employer (where appropriate a representative of UFCW Local 247) shall continue to work on providing employees with a fair and dignified return to work program. The committee as established shall ensure its policies and procedures adhere to the Duty to Accommodate Protocol Agreement, as amended from time to time.~~

~~The Parties agree to meet to:~~

- ~~A) Review and modify rules and guidelines for accommodations.~~
- ~~B) Discuss additions/deletions to the light or modified duties job inventory as required and inform the union of newly introduced duties.~~
- ~~C) Discuss and resolve issues concerning unresolved accommodation files.~~

~~The Employer will share with the Union, on a monthly basis, a list of all accommodated employees not receiving a supplement from W.C.B., W.I. or L.T.D. The Parties agree to meet to:~~

- ~~A) Consciously review the Duty to Accommodate Protocol Agreement.~~
- ~~B) Share a synopsis on recent key legal issues pertaining to the Duty to Accommodate.~~
- ~~C) Revise the Protocol Agreement if necessary.~~

~~It is acknowledged that the Employer, the Union, and the employees all have a responsibility to accommodate disabled employees who return to work.~~

~~The parties agree to meet with legal counsel, if required, to keep abreast of the law.~~

## **SECTION 16 – UFCW Pension Plan**

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### **16.01 UFCW 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.**



## SECTION 19 – Miscellaneous

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### 19.03 Wearing Apparel

#### ***Amend 19.03 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.

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

The Employer shall provide each employee **required to wear a Safeway uniform shirt**, ~~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 **required to wear a Safeway uniform shirt**, shall receive one shirt when they are hired and a second shirt within six months.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.

The company's policy states that the wearing of hats or hairnets voluntary.

Should any law or regulation be enacted or enforced the parties agree that this policy will be amended if necessary to be in compliance.

### 19.15 Water Bottles

#### ***Amend 19.15 to read as follows:***

Cashiers (Front End) may elect to bring a bottle of water to their checkstand while working under the following conditions:

1. The water bottle will be **an unbranded refillable bottle or is a Safeway house brand** sold in the store.
2. The size is **no larger than one (1) litre and small enough to be stored out of sight.** ~~500ml or smaller.~~
3. The bottle is stored under the counter.
4. The Cashier exercises common courtesy with customers when consuming water.

~~Representatives of the Company and the Union will meet following ratification to explore the concept of producing a jointly logoed refillable bottle which could be used as an alternative to the container described in the above points. The specifications of this container and the costs of its production will be determined at that time by mutual agreement of the parties.~~

#### 19.17 Discipline Interview

***Amend to read as follows:***

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a **Shop Steward or a** witness of his or her choice. If during any other private corrective interview with Management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19.09, the interview shall be temporarily suspended so that the employee may call in a **Shop Steward or** witness of his or her choice. It is understood **that** the **Shop Steward or** witness in a security or harassment interview is an observer and not a participant.

A copy of all such formal notices of discipline (i.e. written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

~~Re: Shop Steward Involvement~~

~~The Parties agree that pursuant to Section 19.17 the following general provisions shall govern:~~

1. The Shop Steward **or witness of choice** will be involved in meetings or discussions with employees which will result in discipline, wherever possible.
2. The nature of this involvement should include briefing the Shop Steward **or Witness** in advance or calling the employee to the discipline interview and could result in input from the Shop Steward **or witness** which assists in the completion of the interview.
3. Where a Shop Steward **or witness of choice** is not on duty and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include ~~you're~~ **the** Shop Steward in these matters, wherever possible.

## **SECTION 21 - Health, Safety and Education Fund**

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***Amend to read as follows:***

**Effective SFR**, the Employer agrees to ~~continue~~ to contribute **eleven cents (\$0.11)** per hour for every hour worked by members of the UFCW Local 1518 Contract Area, based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund. 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:~~

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<b>Effective Date</b>	<b>New Contribution Rate (per hour worked)</b>
<b>October 4, 2026</b>	<b>12 cents (\$0.12)</b>
<b>October 3, 2027</b>	<b>13 cents (\$0.13)</b>
<b>October 1, 2028</b>	<b>14 cents (\$0.14)</b>
<b>October 7, 2029</b>	<b>15 cents (\$0.15)</b>

## **SECTION 24 – Grievance Procedure**

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### **24.05 Grievance Procedure**

***Amend 24.05 as follows:***

The parties, by mutual agreement, may invoke Section 103 of the British Columbia Labour Code to facilitate the settling of Grievances. Section 103 of the British Columbia Labour Code states as follows:

"Where a Collective Agreement contains the following provision:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, ~~Vince Ready, Labour Arbitration & Mediation Services Ltd.,~~ or a ~~substitute~~ **arbitrator** agreed to by the parties, shall at the request of either party;

A. Investigate the difference;

B. Define the issue in the difference; and

C. Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the Consolidated Revenue Fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute."

## **SECTION 27 - Expiration and Renewal**

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***Amend to read as follows:***

**27.01** This Agreement shall be for the period from and including **April 1, 2023** to and including **April 1, 2028**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **April 1, 2028**, or any subsequent anniversary date thereafter to:

A. Terminate this Agreement, in writing, effective **April 1, 2028**, or any subsequent anniversary thereof.

- B. Require the other party to this Agreement, in writing, to commence Collective Bargaining to conclude a revision or renewal of this Agreement.

Bargaining Protocol:

It is agreed that the Union shall within the four (4) months immediately preceding **April 1, 2028**, only deliver notice pursuant to Section 27.01 (B) of the Collective Agreement for employees within either the Zone 1 Contract Unit or the Zone 2 Contract Unit, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Contract Zone shall apply to employees in the other Contract Area. It is agreed that both Contract Areas will never be struck or locked out at the same time during any Collective Bargaining to conclude a revision or renewal 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 Contract Area Zone the Union intends to bargain. The remaining Contract Area Zone shall be subject to all terms and conditions negotiated, subject to Ratification by the membership.

- C. The Employer agrees that in the event of a strike or lock-out no management exclusions from the “me too” Contract Area may work in the struck or locked-out area.

Should either party give notice pursuant to Section 27.01 (B) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom Collective Bargaining is being conducted, or alter any other term or condition of employment until:

1. The Union gives notice of strike in compliance with the Labour Code of British Columbia, or:
2. The Employer gives notice of Lockout in compliance with the Labour Code of British Columbia.

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

**Special Officer Vince Ready Ruling (Dec 19 2018) Appendix A**

*Delete*

**Letter Of Understanding #1**

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***Amend LOU#1 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) wage 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.**

#### **Letter of Understandings #2-4**

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***Delete Letter of Understanding #3 (Existing Safeway Stores) and #4 (Replacement Stores and Amend Letter of Understanding #2 (All New Safeway Stores) to read as follows:***

Re: ~~ALL NEW SAFEWAY STORES~~

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 Sections 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), ~~that open after Ratification, 1997 (November 23, 1997).~~

1. All vacancies shall be classified as "Grid B's" ~~(except Service Clerk vacancies)~~ and shall be permitted to perform all of the duties within the classification and department they are assigned.
2. The objective is to have seventy-five percent (75%) **(Effective SFR, one-hundred (100%) percent)** of the hours worked in a store scheduled to employees employed as "Grid B employees" ~~(seventy-five percent~~

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~~(75%)objective).~~

Hours worked are defined as hours worked by all Contract Area 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 Grid B employees providing the store total does not exceed seventy five percent (75%) of the hours scheduled to Grid B employees.~~

~~All New Stores to be opened with seventy five percent (75%) of the hours scheduled to Grid B employees and twenty five percent (25%) of the hours scheduled to remaining classifications.~~

~~In a New Store, where the "seventy five percent (75%)objective" is being exceeded, employees employed as "Grid B employees" the senior employees shall be promoted into the classification where they have been scheduled (i.e. running a checkstand – reclassified as a Clerk Cashier) until the "seventy five percent (75%)" objective is attained.~~

3. ~~It is understood that in a New Store the percentage of hours scheduled to Pre-Ratification, 1997 (November 23, 1997) employees (which includes "Key Personnel"), upon opening, will be twenty five percent (25%). These hours will be scheduled by existing seniority provisions.~~
4. "Grid B employees" shall be scheduled by the Employer as required.
5. ~~In the case of acquisitions, employees will be placed in classifications such that seventy five percent (75%) of the hours worked shall be scheduled to "Grid B employees.~~
6. ~~In the event that a store exceeds the "seventy five percent (75%)objective" (once that level has been achieved under point 3 above) in a quarter then the store will be required to balance the use of "Grid B employees" by using less hours in the next quarter. The quarters are defined as three (3) four (4) week accounting periods (12 weeks) and at year end the quarter is defined as four (4) four (4) week accounting periods (16 weeks).~~
7. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Grid B employees". 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 adjustment can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.~~
8. Employees employed as "Grid B employees" or "Specialty Department Grid B employees" shall only be entitled to benefits of Statutory declaration only, *unless otherwise stated in this Collective Agreement.*

*Grid B employees will be eligible for Statutory Holiday pay as per Section 9.04.*

#### Letter of Understanding #5

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RE: GRID B

**Delete**

#### Letter Of Understanding #6

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Re: Regulated Pharmacy Technicians

**Delete LOU #6 and amend 10.13.**

#### Letter of Understanding #8

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Re: Grid B Over 4000 Hours At Ratification (August 24, 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.**

#### Letter of Understanding #9

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Re: Cross Classification Trial

**Amend to read as follows:**

**Cross Classification Scheduling may be introduced on a trial basis in any store up to three (3) stores. There will be an ability to increase this number by mutual agreement between the Company and the Union. The Employer will notify the Union and employees of any store selected to transition to cross classification a minimum of ninety (90) calendar days in advance of the transition.**

**The Employer and the Union agree to work together to resolve scheduling errors or concerns resulting from the transition to a cross-classification scheduling model. Cross-classification scheduling is not intended to either favour or discipline employees. Any scheduling errors or concerns will be immediately brought to the attention of the Employer who will investigate and address in a timely manner, if required.**

**The trial period will be up to twelve (12) months in each store and may be extended further by mutual agreement between the Company and the Union.**

**When a store introduces Cross Classification Scheduling, the following Grid A and Grid B classifications shall be merged onto one schedule:**

- General Clerks
- Cashiers

**The parties agree to further review the addition of other classifications by mutual agreement.**

All Employees **hired after the Date of Ratification**, hired at the trial store after the implementation date of the trial shall be scheduled in the Cross Classification Work.

Employees **hired prior to the Date of Ratification**, employed prior to the implementation date of the trial shall have the choice to opt into Cross Classification Scheduling. Once an employee has opted into Cross Classification Work, ~~he/she~~ **they** may opt out once within the life of the Collective Agreement **unless they were the successful applicant of a full-time All Purpose Clerk posting. Employees who opt into cross-classification work are considered to have relinquished any off-till duties.** Employees participating in the program may achieve more hours worked than employees who do not, and these additional hours are not subject to claim.

~~Hours of work shall be scheduled by seniority within the group listed above. Employees employed prior to the implementation date of the trial shall not receive fewer hours than what they would be entitled to, had the scheduling rules not changed.~~

~~For clarification, the hours employees will work across classifications must be new available hours created through growth or attrition. Once a store achieves the 25/75 objective, a~~ **Effective SFR**, any full time position **that is posted in the store in the General Clerk or Clerk-Cashier classification that is vacated in the trial store, during the trial,** shall be posted as a full-time **All Purpose Clerk** position ~~in the newly merged classification. If the successful applicant for this posting is from a store other than the trial store, he/she shall not have the right to opt out of cross-classification work during the trial.~~

Shifts shall be assigned to employees by seniority **in accordance with the Collective Agreement.** No employee will lose hours as a result of cross-classification scheduling. The parties acknowledge there are other factors such as but not limited to loss of sales, negative effects of competitive forces against the store, technology or changes in work operation that may impact employee hours.

The parties have agreed to move cautiously when transitioning stores to cross classification work in order to minimize unintended impact on employees, and will meet **at the request of either party to discuss any potential impacts.** ~~after bargaining to develop a transition plan on a store-by-store basis.~~ During this transition the parties shall monitor the implementation to ensure the interests shared and principles developed during bargaining are met.

~~The parties will be guided by the principles agreed to during bargaining 2013 and find a resolve to each matter that may arise.~~

## **Letter of Understanding #10**

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Re: Alternate Store Format (Ethnic Model Store)

### ***Amend as follows:***

This Letter of Understanding reflects the discussions that took place during Collective Bargaining regarding job security and growth.

The parties recognize that these Ethnic Model Stores are essential to overall growth and security and that they have been introduced to enhance the primary business of the company. In order to meet the required financial goals, the intent is to staff these stores with employees who can communicate the Ethnic strategies effectively to the store's



customer base. As a result, sufficient positions need to be made available. The Employer and the Union agree that the following process shall be employed by the parties to manage the transition for employees in impacted stores:

- a) The Employer agrees to meet with the Union when an announcement of the opening of a New Ethnic Store or a change of an existing store to an Ethnic Model is about to be made.
- b) The parties agree that the stores will transition to **100% Grid B** ~~25/75- (25% Grid A / 75% Grid B)~~. This transition shall occur via the following process:
  - ~~Attrition and/or voluntary severance~~
  - ~~Voluntary transfers to "vacancy" within province~~
  - ~~In the event, the previous two options do not produce the required objective the Union and the Employer will work together to manage the implementation.~~
- c) All "new" hours shall be assigned to Grid B.
- d) Vendor stocking of ethnic items that are not traditionally carried by the Employer. The Union and Employer will meet to discuss the implementation in ethnic stores.
- e) In addition to the current management structure, the following positions shall be added without claim to their hours. ~~To initially create these positions, a Grid A full-time vacancy must occur in the General Clerk classification (i.e. 40 hours out, 40 hours in)~~
  - i) Clerk(s)-In-Charge
  - ii) Assistant Department Managers
- f) Cross-Classification trial

#### **Letter Of Understanding #11**

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Re: Reline Crew

***Renew***

#### **Letter Of Understanding #12**

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Re: Voluntary Severance

***Renew***

#### **NEW Letter Of Understanding**

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Re: In-House Pharmacy Assistant Training Program

***Replace LOU dated October 26, 2020 with the following language to be placed in***

**Section 19.22:**

The Company has implemented an “in-house” Pharmacy Assistant Training program in certain stores and markets in the province of BC. Notwithstanding anything to the contrary in the Collective Agreement, the following terms apply to this program:

- 1) **Training Program and Probationary Period** – The program is a blended approach of e-Learning and on-the-job-training. There are 33.5 hours of formal training modules. For new hire employees, they would be subject to the probationary period within the respective collective agreement. **The Company reserves the right to revise the training program as it deems necessary.**
- 2) **Weekly Hours** – The Company will schedule these employees up to forty (40) hours per week for the duration of the training program. The hours will be considered training and will not negatively impact the hours scheduled in the Pharmacy department.
- 3) **Wage** – The Company will hire employees at the start rate of the “Pharmacy Assistant” scale.
- 4) **Stores** – Graduates of the program can be placed at any of the stores in their Contract Area zone. In the metro Vancouver and Lower Mainland stores, in order to be considered for the program, the applicant would have to agree to placement at any store in this Zone 1 Contract Area.
- 5) **Status** – Graduates of the program will become part time employees in the store they are assigned to.
- 6) **Existing Employees** – The Company will consider existing employees by using the same selection methods used for external hires. Prior to soliciting external candidates, an “Expression of Interest” will be posted in all stores in the bargaining unit when there is a need to run the program. Existing employees will be moved to the start rate of the Pharmacy Assistant scale and will not be credited with any career hours on that scale when establishing their rate of pay. Existing employees will be subject to the probationary period set out in the Collective Agreement. If the existing employee is unsuccessful during the probationary period, he/she will return to the store and classification from which they came and will have their hours worked during the probation period added to their career hours in their former position.

**NEW Letter of Understanding**

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Re: Terms of Transition for SW 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)

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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 point #6 – Job Security) 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

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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 above options exclude Pharmacy staff at the conversion store.

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

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

### **NEW Letter of Understanding**

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Re: Former Safeway Extra Stores

#### ***New Letter of Understanding to read as follows:***

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 (insert new CBA expiry date).

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) Grocery Manager, Front End Manager and Office/Admin Manager :** Effective SFR, non-union employees in these roles 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 **and will have their seniority date set as the most recent date they commenced employment with the Employer.** The Employer and the Union will meet to discuss the rate of pay adjustment and the placement.
- 2) File Maintenance and Office Admin:** Effective SFR, any employees working in these departments prior to December 5, 2021, will be entitled to continue to do their current duties in accordance with the hours their seniority entitles them to.
- 3) Union Work Jurisdiction: As per section 7 of the Safeway Collective Agreement (Clerks Work Clause)**
- 4) Grid B Full Time:** Grid B employees promoted to full time prior to the effective date of this agreement shall remain full time as long as they remain at their current Extra Store. If these employees leave their store, they will be reclassified to part time and scheduled in accordance with the Grid B scheduling rights in the Safeway Agreement, **unless they post**

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**into a Grid B full-time position as outlined in section 8.11 (Grid B Full-time) of the Collective Agreement.**

- 5) **Grid B Full Time Vacation:** Effective January 1, 2022, 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 who have completed less than one (1) year of continuous service with the Employer as of January 1 shall have their vacation entitlement pro-rated for that calendar year.

Grid B full-time employees with the corresponding continuous years of employment 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	2 weeks
3 or more years of continuous service	3 weeks	3 weeks
8 or more years of continuous service	4 weeks	4 weeks
13 or more years of continuous service	5 weeks	5 weeks

Vacation entitlement will be paid at the employee's regular hourly rate of 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 the Grid B full time employee's most recent hire date with the Employer.

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.

- 6) **Grid B Full Time Sick Pay:** Full-time Grid B employees will be entitled to paid sick time as set out in the *British Columbia Employment Standards Act and Regulations*.
- 7) **Full Time Posting:** The Employer agrees that in these stores, not less than 25% of all employees working in the bargaining unit of the store shall be employed as full-time employees. The Employer shall perform the calculation as set out below and then shall have a period of six months to increase the full time compliment through the Section 8 provisions of the Safeway Agreement. It is further understood that all postings will be for "Cross-Classification Clerks" only. Once the twenty-five (25 %) percent full time ratio has been reached, there shall be no more full time postings until the expiry of the current collective agreement unless the ratio dips below 25% as calculated every thirteen (13) weeks.

The full time ratio shall be calculated as follows:

Full-time employees (including both Grid A and Grid B full time) who are counted will be those who have full-time status on the date of the count and will include employees on vacation, leave of absence, WCB, and any other approved absence. The above calculation shall be based on counting all employees working in the bargaining unit of the store on the date of the

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count and shall include employees on vacation, leave of absence, WCB,  
and any other approved absence.

- 8) **Scheduling:** These stores will be scheduled using "Cross Classification Scheduling" as set out in Letter of Understanding 9 of the Safeway Agreement with the exception that there shall be no opting out.
- 9) **It is the intent of the parties that all terms and conditions of the collective agreement not specifically contemplated in the above will be extended to all union members employed in the former Safeway Extra stores.**

#### **NEW Letter of Understanding**

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*Add as follows:*

##### **Pharmacy Credit for Previous Experience**

Notwithstanding anything to the contrary in Article 9.34 of the Collective Agreement, the Company will recognize all previous job-related experience for Registered Pharmacy Technicians and Pharmacy Assistants that are hired after November 20, 2020.

Credit for previous experience requests will be based on evidence of relevant experience. Examples of appropriate evidence include a Record of Employment (ROE), a previous paystub showing annual hours worked, or a letter from previous employer summarizing length of employment and number of hours worked as a Pharmacy Assistant or Pharmacy Technician or a resume.

Non top-rate Pharmacy Assistants and Registered Pharmacy Technicians who were hired prior to November 20, 2020 were provided with a one-time opportunity to request additional credit based on their previous experience.

This agreement will remain in place for the life of the current collective agreement expiring (insert new expiry date).

#### **NEW Letter of Understanding to be contained in the MOS and not in the Collective Agreement**

New Letter of Understanding to read as follows: In the 2023 bargaining, the Employer shared its ambition to include several improvements in its next generation of scheduling software for store employees. Areas that are under exploration include but are not limited to:

Mobile and self service functionality

Employees access to manage availability

Visibility to schedule

Shift swapping

Shift bidding

Request for time off

The Employer advised that there is no firm timeline for the introduction of any of these improvements but believes that it may be within the lifetime of the new collective agreement expiring on (insert date). Once there are more specific details on improvements to the scheduling software and a firm timeline, the parties agree in good faith to meet and to negotiate where possible any potential collective agreement changes that may be required.

## **NEW Letter of Understanding**

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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 Department Managers on a weekly salary or Grid B employees who were appointed to Key Personnel 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**

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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 (insert expiry date).**

**Features of the voluntary severance will include:**

- 1) The voluntary severance will be offered to full-time and part-time Grid A employees (excluding Service Clerks, Pharmacy Assistants, Registered Pharmacy Technicians, Bakers, and Key Personnel).**
- 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 March 31, 2023. 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.**

#### **NEW Letter of Understanding**

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Re: Retention Pilot

**Add a new Letter of Understanding to read as follows:**

**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.**

#### **Add a Letter of Intent outside of the Collective Agreement**

**Letter of Intent to read as follows:**

**The parties agree that where it is appropriate and mutually agreed that the attendance of a Shop Steward would be beneficial to a grievance meeting, one Shop Steward may be invited to attend on paid time.**

**ERRORS AND OMISSIONS EXCLUDED**

**-END-**