

# **UNOFFICIAL AND UNSIGNED**

## **IN THE MATTER OF A FIRST COLLECTIVE AGREEMENT**

**BETWEEN: SOBEYS WEST INC.,  
(SAFEWAY OPERATIONS)  
SAFEWAY EXTRA - LANGLEY\*;  
SAFEWAY EXTRA - DAWSON CREEK\*;  
SAFEWAY EXTRA - COQUITLAM\*.**

*(\*This document is intended to be read as three separate but identical contracts, one for each of the above stores.)*

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

Final Offer Selected by  
Arbitrator Ken Saunders  
September 26, 2016

*The following is the final offer selected by Arbitrator Ken Saunders, which includes grandfathering protections as outlined in the Letter of Intent.*

# CONTENTS

SECTION 1 – Exclusions (Management Structure).....	1
SECTION 2 – Union Shop & Union Dues.....	2
SECTION 3 – Management Rights.....	3
SECTION 4 – Union Work Jurisdiction.....	5
SECTION 5 – Assistant Dept. Managers and Dept. Leads.....	7
SECTION 6 – Hours of Work.....	7
SECTION 7 – Job Postings.....	18
SECTION 8 – Rest Periods & Meal Breaks.....	20
SECTION 9 – Wages & Classifications.....	22
SECTION 10 – Overtime.....	25
SECTION 11 – Vacation.....	26
SECTION 12 – Leaves of Absence.....	29
SECTION 13 – Health & Welfare.....	35
SECTION 14 – Pension.....	36
SECTION 15 – Union Representatives and Shop Stewards.....	38
SECTION 16 – Health & Safety.....	44
SECTION 17 – Health, Safety and Education Fund.....	45

SECTION 18 – Grievance and Arbitration .....	45
SECTION 19 – Severance Pay .....	49
SECTION 20 – Technological Change .....	49
SECTION 21 – Layoff & Recall.....	51
SECTION 22 – Miscellaneous .....	53
SECTION 23 – Regulated Pharmacy Technicians .....	59
SECTION 24 – Expiration and Renewal.....	62
LETTER OF UNDERSTANDING #1.....	64
LETTER OF UNDERSTANDING #2.....	65
LETTER OF INTENT .....	66

## **SECTION 1 – Exclusions (Management Structure)**

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The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment set out in this agreement for all employees, save and except Head Office Personnel, the Store Manager, Assistant Store Manager, Grocery Manager, Produce Manager, Bakery Manager, Front End Manager, Office/Admin Manager, Demonstrators, Pharmacy Manager, Pharmacists, Pharmacy Students, and Special Personnel assisting prior to store opening and during major store remodeling.

While the primary responsibility of excluded personnel is management related, it is agreed that they have the right to carry out duties that are performed by bargaining unit employees.

In the event that the Employer wishes to introduce new departments to the store, it is understood that any such department will include a department manager and bargaining unit employees. A new department is defined as having four (4) or more employees. The Employer will meet with the Union prior to the introduction of such new departments.

Where an employee is promoted outside the bargaining unit, he or she shall undergo a trial period of twelve (12) months. During this period, the employee shall maintain and accumulate seniority in the event they return to the bargaining unit; however, they will not be covered by this collective agreement during the trial period. At any time during the trial period, the employee may return to their former position, after giving the Employer two (2) weeks' notice in writing. The Employer may decide to return the employee to the same position by applying the same procedure.

## **SECTION 2 – Union Shop & Union Dues**

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

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 9.04 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. The Employer will have new employees sign the check-off and Union membership application upon successful completion of training/orientation. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be

applicable from the time the employee commences employment until such time as the Union submits an official Dues Checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four week basis showing amount deducted each week, for what purpose, and the total amount deducted during the month or four week period, as well as the store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

### **SECTION 3 – Management Rights**

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- 3.01** The Union recognizes that the Employer has the exclusive right to manage its business and direct its workforce, including the right to:
- a) maintain order, discipline and efficiency;
  - b) establish the requirements necessary to carry out each task;
  - c) hire, direct, classify, transfer, promote, and lay off employees;
  - d) discipline, demote, suspend and discharge employees for just cause;

- e) establish, modify and amend policies and regulations;
- f) establish, change or modify the work methods as well as the equipment and facilities needed to prepare and sell the merchandise;
- g) establish and implement performance and production standards to be met by the employees.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management subject, however, to discharge of employees on grounds of alleged incompetency being processed under Section 18 of this Collective Agreement, providing the employee has completed the probationary period as outlined below.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

### **3.02 Probationary Period**

For one (1) year following store opening, the probationary period will be four hundred (400) hours worked or five (5) months of continuous work, whichever comes first.

Following the first year of the store's operation, the probationary period will be four hundred (400) hours worked or four (4) months of continuous work, whichever comes first. The Employer reserves the right to discipline, suspend or discharge any employee who has not completed his or her probation period. The Company shall be permitted to discharge probationary employees on the basis that the employee is found to be not suitable. The suitability of the probationary employee will nonetheless be subject to the grievance procedure should the Union choose to grieve.

#### **SECTION 4 – Union Work Jurisdiction**

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Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the store shall be performed only by employees of the Employer who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- A. Excluded Personnel as listed in Section 1 of this Agreement.

While the primary responsibility of excluded personnel is management related, it is agreed that they have the right to carry out duties that are performed by bargaining unit employees.

- B. Vendor stocking
  - a) Salesperson or vendor representatives whose product is delivered directly to the store.
  - b) The representatives of suppliers may set up seasonal displays or special displays.

- C. The Employer agrees that at no time will Truck Drivers be permitted to work in the sales area or in the stockroom or in the stockroom of the store, except in the loading and unloading of trucks as noted below. The Union agrees that the long-established method of receiving deliveries of perishables is satisfactory to the Union. The Employer agrees that, where Food Clerks are scheduled to work and are working in the stores and deliveries of merchandise are made from the grocery warehouse, a Food Clerk shall:
- 1) Designate the area where the merchandise is to be placed in the stockroom;
  - 2) Be present with the Driver during loading and unloading of trucks.
- D. In the event that there are major Section changes due to the introduction of new product lines, the Employer may use outside help to initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.
- E. The operation of kiosks. Work carried out by those operating these kiosks shall be limited to the tasks pertaining to their duties within those kiosks.

The Union and the Employer will meet in good faith to resolve any issue which arises from this section.

## **SECTION 5 – Assistant Dept. Managers and Dept. Leads**

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- 5.01** Subject to there being no less than six (6) active bargaining unit employees in a department, the Employer has the right to appoint an Assistant Department Manager in each department. The hours worked by employees in these positions are not subject to claim.
- 5.02** The Employer has the right to appoint employees into the following positions: Night Crew Lead, Health & Wellness Lead, Floral Lead, GM Lead and Clerk in Charge (where required). The hours worked by employees in these positions are not subject to claim.
- 5.03** If an employee wishes to step down or is demoted from an Assistant Department Manager or Department Supervisor position, the Company and the Union shall meet to determine the appropriate placement of the employee.

## **SECTION 6 – Hours of Work**

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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:

**6.01** Definition of Full-Time Employee

An employee compensated on an hourly basis who normally works forty (40) hours per week. Employees become full-time by being awarded a job posting.

## **6.02** Definition of a Part-Time Employee

An employee compensated on an hourly basis and who normally works less than forty (40) hours per week. Part time employees will be categorized as either:

- A. “unrestricted” which is defined as open availability on six full days, including Saturday and Sunday
- B. “restricted” which is defined as available to work at least two (2) weekday evenings for a shift between four o’clock (4:00 p.m.) and midnight (12:00 a.m.) as well as fully available on Saturdays and Sundays. Students, while attending class, must be fully available on either Saturday or Sunday and at least (1) one weekday evening shift per week.

## **6.03** Normal Work Week

- 1) It is understood that the work week starts on Sunday and ends on Saturday.
- 2) In the event the Employer wishes to implement a four (4) day work week of ten (10) hours per day, such schedule will first be discussed with the Union and will be in keeping with the appropriate Provincial legislation.
- 3) The normal work week of a full time employee is forty (40) hours, consisting of five (5) eight (8) hour days.
- 4) The normal work week of a part time employee is normally less than forty (40) hours per week. It shall

consist of shifts that are no less than four (4) consecutive hours of work per day. In addition, any part-time employee who reports for work as scheduled is assured a minimum of four (4) hours of work.

#### **6.04**    Night Shift

In scheduling the night shift, the Employer shall, by order of seniority, first solicit those employees who wish to be on the night shift, taking into account the employee's ability to perform the work in the classification concerned. Night shift hours are not claimable by more senior employees who do not wish to be on the night shift.

If an insufficient number of employees are available to work on the night shift, the Employer shall, by reverse order of seniority, schedule the employees within the required classification and department.

#### **6.05**    Weekly Work Schedule

- a)    The Employer shall post the weekly work schedule for all employees not later than Thursday at 6pm to cover a two week period commencing on the Sunday following the posting of the schedule.
  
- b)    The work schedule reflects the name of each employee in the classification ranked in order of seniority. The work schedule of full-time employees, unrestricted part time employees and restricted part-time employees shall be indicated separately.

- c) An employee's schedule may be changed without notice in the event of absence of other employees due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours pay given in lieu of notice. Such pay would not be subject to overtime rates.
- d) The scheduling rights of a full-time employee shall always take precedence over those of a part-time employee

#### **6.06** Scheduling of available hours to part-time employees

The work hours available for part-time employees are scheduled as follows:

- a) The Employer first allocates weekly work hours among unrestricted part-time employees. This shall be done in such a way as to give the unrestricted part-time employee with the most seniority the most work hours each week in his or her classification and department.

If the employee becomes restricted, he or she is automatically governed by the provisions of paragraph b) below.

- b) The Employer then allocates the available hours that cannot be scheduled according to the provisions of paragraph a) above to restricted part-time employees.

- c) It is not the Company's intention to utilize "flat scheduling." In any instance of alleged "flat scheduling" the Company agrees to meet with the Union to review, discuss and resolve the concerns.

If there are insufficient part-time employees available to meet the Employer's needs, the Employer shall assign hours in reverse seniority.

#### **6.07** Scheduling of Hours that Become Available During the Week

Where additional hours, besides those on the schedule, become available for part-time employees either because hours have been added to the schedule or because there is an unforeseen absence, the Employer shall allocate these additional work hours by order of seniority to the part-time employees in the classification concerned. If these additional hours are available for the same day, they will first be allocated among the part-time employees in the classification and department concerned who are at work at that time.

With regard to the procedure for allocating additional available hours, unrestricted part-time employees are given priority over restricted part-time employees. If the number of available employees at work is insufficient in the classification where such hours become available, the Employer shall:

- a) Offer the work to available employees in other classifications who are at work at the time and have the required skill and ability
- b) Offer the work to employees in the classification who are not at work at the time the hours become available
- c) Schedule the work in reverse seniority within the classification to those who are at work at the time

Such available hours shall be offered in accordance with the part time employee's restrictions.

If these additional hours are available for another day, they are scheduled by seniority among all the part-time employees in the classification concerned.

It is understood that when scheduling additional hours, the Employer is not required to schedule an employee to the point of incurring overtime.

#### **6.08** Weekday Restriction (Full Time and Unrestricted Part Time employees)

All full-time employees and unrestricted part time employees are eligible to submit a restriction to be scheduled off any one weekday (Monday to Friday). This Weekday Restriction shall be granted by seniority.

Employees can change their Weekday Restriction up to three (3) times per calendar year. All changes shall be effective the next posted schedule.

## **6.09** Availability of Restricted Part-Time Employees

- a) The Employer provides restricted part-time employees with an availability form.
- b) All restricted part-time employees must complete an availability form and give a copy to their Department Manager. An employee must not restrict themselves to the point that he or she is not available for normal scheduled shifts within the department
- c) A restricted part-time employee may change their availability up to four (4) times per year by completing a new availability form. This new availability form applies as of the next posted schedule from the date which it was submitted to their Department Manager.
- d) An employee must be available to work during the hours he or she has indicated for a period of at least eight (8) consecutive weeks, unless it is to increase the employee's current availability.
- e) Employees cannot limit their availability between November 15<sup>th</sup> and the end of the year. All employees interested in maximizing hours during the month of December may elect to expand their current availability, giving notice to their Department Manager by the third (3<sup>rd</sup>) Sunday in November. This availability change would be effective on the first or second Sunday in December, at the choice of the employee.

- f) All restricted part time employees must be available to work at least two (2) weekday evenings for any shift between four o'clock (4:00 p.m.) and midnight (12:00 a.m.) as well as fully available on Saturdays and Sundays.
- g) New employees shall be required to complete an availability form on or before their first day of work. New employees shall not exercise an availability change until the completion of their probationary period, except in cases where the availability is increasing or they had taken advantage of the December availability expansion (in point e) above), or they are returning to school. New employees shall be advised of these requirements at the time of hiring.
- h) Requests to change availability outside of the stated declaration opportunities may be allowed at other times throughout the year at the discretion of Management. The Company will be fair and reasonable when considering such requests.
- i) Employees shall be required to work within their stated availability and may lose hours as a result. Therefore, if a shift falls outside an employee's availability, it shall not be subject to claim.

## **6.10 Reduction in Hours**

Where there is a reduction of hours in a specific classification, hours shall be reduced in the following order:

1. restricted part-time employees
2. unrestricted part-time employees
3. full-time employees

**6.11** Consecutive Day Limit

No employee shall be required to work more than six (6) consecutive days, unless it has been mutually agreed. It is understood that there will not be any “available hours claim” involving a seventh (7th) or subsequent day of work.

**6.12** Shift Interval

There shall be an interval of no less than ten (10) hours between shifts for all employees. An interval of eight (8) hours between shifts may be scheduled with mutual agreement.

**6.13** Seniority

Seniority shall mean length of continuous service with the Employer in the store.

Continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness, Leaves of Absence, etc

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, the seniority dates will be sent to the union office.

#### 6.14 Statutory Holiday

The following days shall be considered statutory holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. 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.

Any employee who is asked to work on a statutory holiday will be paid for that holiday, and the hours he or she works will be paid at one and a half (1½) times his or her regular hourly rate.

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.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory

holiday or statutory holidays occur shall be paid at the rate of time and one half (1-1/2).

All employees shall receive Statutory Holiday pay as follows:

Average hours worked in four (4) weeks preceding the week in which the holiday occurs:

- Twenty (20) but less than twenty-four (24)
  - Four (4) hours pay for each holiday
- Twenty-four (24) but less than thirty-two (32)
  - Six (6) hours pay for each holiday
- Thirty-two (32) hours or more
  - Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

By the employee's choice and mutual agreement of the Employer, Statutory Holidays may be scheduled in the week prior or the week following the week in which the Statutory Holiday occurs.

Deemed Time Worked: Vacations and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

## **SECTION 7 – Job Postings**

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### **7.01 Full time ratio**

The Employer agrees that not less than 16% of all employees working in the bargaining unit of the store shall be employed as full-time employees.

The calculation of the number of full-time jobs shall be done one year after store opening, and every six months thereafter.

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

### **7.02 Full-time vacancies**

- a) Where a full-time position becomes vacant or available and the Employer intends to fill it, preference shall be given to the employee with the most seniority within the classification, provided the employee's skill and ability are equal and he or she meets the requirements of the position. If no

employees from the classification are successful, the Employer will open the posting for other employees in the store to apply. These postings shall be awarded to the most senior employee with the skill and ability to perform the job

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 employee who will fill the position from among those who have applied for it, subject to the provisions outlined above.

- b) For a period of ten (10) days, the Employer shall post all vacant or available positions for full-time positions that are to be filled. Employees can apply for these positions within this period.
- 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 his or her former position by giving the Employer a written notice of one (1) week. The Employer may also return the employee to his or her 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.

### **7.03**     Part-time transfers

- a)     The Employer shall consider, in order of seniority, written requests from part time employees who wish to transfer to another department. Requests from unrestricted part-time employees will be considered prior to the requests of restricted part-time employees. It is understood that in order for the request to be considered, the employee must meet the Employer's requirements for the department.
  
- b)     A part time employee who moves into a new department under this clause shall be granted a trial period of thirty (30) working days. During this period, the employee may return to his or her former position by giving the Employer a written notice of one (1) week. The Employer may also return the employee to his or her 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

## **SECTION 8 – Rest Periods & Meal Breaks**

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**8.01**     The following rest periods and meal breaks shall apply:

- a)     Meal breaks last thirty (30) unpaid minutes, except if mutually agreed to last sixty (60) unpaid minutes.
  
- b)     Employees shall work no more than five (5) consecutive hours without a meal break, unless agreed between the Employer and the employees.

- c) Employees who work four (4) hours a day but less than six (6) hours are entitled to one (1) 15 minute paid rest period.
- d) Employees who work six (6) or more hours a day are entitled to two (2) paid rest period lasting fifteen (15) minutes.
- e) An employee is not required to take his or her paid rest period less than one (1) hour after arriving at work or before leaving work, or less than one (1) hour before or after his or her meal break.

**8.02** Employees on the night shift are required to take their rest period and meal break in the employees' lounge.

**8.03** Employees on the night shift who are entitled to two (2) rest periods lasting fifteen (15) minutes each may, with the Employer's consent, combine the two (2) rest periods into one meal break lasting thirty (30) paid minutes. Such conditions must be agreed to by all the employees on the night shift.

**8.04** The meal break for employees must, as much as possible, be scheduled halfway through the work shift.

**8.05** All the meal breaks and rest periods mentioned in Section 8.01 are granted according to the principle that "the first employee arriving at work is the first employee who leaves work" and must be taken outside the work area. Employees may choose to take these rest periods or meal breaks either inside or outside the Employer's establishment,

except for employees on the night shift who must take their rest periods or meal breaks inside the Employer's establishment.

## **SECTION 9 – Wages & Classifications**

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

Grocery Clerk	Produce Clerk
Bakery Clerk	Front End Clerk
Floral Clerk	Office/Admin Clerk
Registered Pharmacy Technician	
Pharmacy Assistant	

The above list may be modified and/or expanded by mutual agreement of the parties.

### **9.01 Clerk Wage Scale**

<b>Accumulated Hours Worked</b>	
<b>0 to 520</b>	<b>\$11.00</b>
<b>521 to 1040</b>	<b>\$11.10</b>
<b>1041 to 1560</b>	<b>\$11.20</b>
<b>1561 to 2080</b>	<b>\$11.30</b>
<b>2081 to 2600</b>	<b>\$11.40</b>
<b>2601 to 3120</b>	<b>\$11.50</b>
<b>3121 to 3640</b>	<b>\$11.65</b>
<b>3641 to 4160</b>	<b>\$11.80</b>
<b>4161 to 4680</b>	<b>\$11.95</b>
<b>4681 to 5200</b>	<b>\$12.15</b>
<b>5201 to 5720</b>	<b>\$12.35</b>

<b>5721 to 6240</b>	<b>\$12.55</b>
<b>6241 to 6760</b>	<b>\$12.75</b>
<b>6761 to 7280</b>	<b>\$12.95</b>
<b>7281 to 7800</b>	<b>\$13.15</b>
<b>7801 to 8320</b>	<b>\$13.35</b>
<b>8321 to 8840</b>	<b>\$13.55</b>
<b>8841 to 9360</b>	<b>\$13.75</b>
<b>9361 to 9880</b>	<b>\$13.95</b>
<b>9881 to 10400</b>	<b>\$14.15</b>
<b>10401 to 10920</b>	<b>\$14.35</b>
<b>10921 to 11440</b>	<b>\$14.55</b>
<b>11441 to 11960</b>	<b>\$14.75</b>
<b>11961 to 12480</b>	<b>\$14.95</b>
<b>12481 to 13000</b>	<b>\$15.15</b>
<b>13001 to 13520</b>	<b>\$15.35</b>
<b>13521 to 14040</b>	<b>\$15.55</b>
<b>14041 to 14560</b>	<b>\$15.75</b>
<b>14561 to 15080</b>	<b>\$15.95</b>
<b>15081 to 15600</b>	<b>\$16.15</b>
<b>15601 to 16120</b>	<b>\$16.35</b>
<b>16121 to 16640</b>	<b>\$16.65</b>
<b>16641 to 17160</b>	<b>\$16.95</b>
<b>17161 to 17680</b>	<b>\$17.25</b>
<b>17681 to 18200</b>	<b>\$17.55</b>
<b>18201 to 18720</b>	<b>\$17.85</b>
<b>Over 18721</b>	<b>\$20.00</b>

\*Pharmacy Assistants shall be placed at 9881 hours on the Clerk Wage Scale and will progress up the scale every 520 hours worked.

**9.02** Assistant Department Manager and Health and Wellness Lead Wage Scale

The following wage scale shall apply to Assistant Department Managers (as outlined in Section 5.01) and Health and Wellness Lead (as outlined in Section 5.02):

<b>Accumulated Hours Worked</b>	
<b>0-1040</b>	<b>\$15.00</b>
<b>1041-2080</b>	<b>\$16.25</b>
<b>2081-3120</b>	<b>\$17.50</b>
<b>3121-4160</b>	<b>\$18.75</b>
<b>4161-6240</b>	<b>\$20.00</b>
<b>6241+</b>	<b>\$22.50</b>

**9.03** Premiums

Employees placed in the following positions shall be entitled to the following premiums for all hours worked in these positions:

- I. Clerk In Charge \$2.50/hour
- II. Floral Lead \$2.50/hour
- III. Night Crew Lead \$1.00/hour

**9.04** Credit for Previous Experience

Previous supermarket experience shall be granted on the following basis:

- A. Out of the industry for less than one (1) year will receive credit for fifty percent (50%) of their previous

experience to a maximum credit of twelve (12) months' credit for previous experience.

- B. Out of the industry for more than one (1) year but to a maximum of five (5) years, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months' credit for previous experience.

Credit for previous experience could be varied by mutual agreement between the Employer and the Union.

No previous experience will be considered unless it has been stated by the employee on his or her Application for Employment form.

## **SECTION 10 – Overtime**

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### Overtime and Overtime Pay

- A. The hours in excess of the basic work week shall be offered by seniority and shall be voluntary.
- B. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- C. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.
- D. Overtime Pay

All time worked in excess of the basic workweek or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1-1/2) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1-1/2) for work performed on the sixth (6th) day. Time worked after 6:30 P.M. on Christmas Eve and New Year's Eve shall be paid for at double time. All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if he or she has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

## **SECTION 11 – Vacation**

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### **11.01 Vacation Formula**

The formula for calculating the number of eligible employees able to take vacation each week in each classification will be as follows:

- Total the number of eligible weeks of vacation for employees with at least one year of service as of January 1<sup>st</sup>. That total number of weeks will be divided by 50.

*Example - 25 employees in a classification, 10 employees with 4 weeks, 10 with 3 weeks and 5 with 2 weeks = 80 weeks / 50 = 1.6. This means that 2 employees are eligible for vacation each week in this classification.*

- In a week that contains a statutory holiday(s), where the number allowed off per above formula is greater than one (1), the number will be reduced by one (1).

Should any department in the store be negatively impacted by the formula, the parties will meet to resolve.

## **11.02** Vacation Selection Process

Vacation selection process for all eligible employees (including part time) shall commence by November 1st and continue through December 31st. All employees who are eligible for vacation will be included on the vacation planner.

Full time employees, in order of seniority, shall choose their weeks of vacation subject to the vacation formula above. Following the approval of the vacation schedule for full time employees, unrestricted employees will choose their vacation next, followed by restricted employees.

All employees are limited to two (2) weeks of vacation between June 15th and September 15th.

Employees may not take vacation in the week prior to the week of Christmas, Christmas week or the week after Christmas. In addition, when Christmas falls on a Sunday or Monday, employees may not take vacation two weeks prior to the week of Christmas.

After December 31st, 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.

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

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.

- 11.03** When a statutory holiday occurs during an employee's vacation an extra day's vacation shall be granted if the holiday is one which the employee would have received had he or she been working.

## 11.04 Vacation Pay

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%
<i>(*Percentage (%) of Gross pay)</i>		

Vacation pay will be paid at the time vacation is taken. Part time employees shall have the option of receiving their vacation pay in one lump sum payment

## **SECTION 12 – Leaves of Absence**

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### 12.01 Jury and Witness Duty

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law; or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer; shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total

hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Collective Agreement.

Once the work schedule has been posted, the schedule cannot be changed to circumvent this clause.

## **12.02** Pregnancy Leave

- a) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of 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.
- b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- c) 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 subsection (a) or (b).

- d) All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
- e) 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.
- f) 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, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
- g) Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

### **12.03** Parental Leave

- a) An employee who requests parental leave under this Section has the following entitlement:

For a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 12.02 up to thirty five (35) consecutive weeks of unpaid leave beginning

immediately after the end of the leave taken under Section 12.02.

For a birth mother who does not take a leave under Section 12.02 in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.

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 of that event.

For an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

- b) 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 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a) above.
- c) The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection (a) (i), (ii) or (iii). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

#### **12.04** Paternity Leave

Employees about to become fathers or co-parents shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or children, or the adoption of a preschool child or children. Employees may use unpaid leave or one (1) weeks' vacation at their option.

#### **12.05** Funeral / Bereavement Leave

Employees shall be granted time off from work, with pay, to a maximum of five (5) consecutive scheduled work days for the death of a spouse, parent, or child.

Employees shall be granted time off from work with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death of a brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepparents, stepchild, and grandchild, or any relative living in the household of the employee.

The days of leave provided for in this section will be paid, provided that they are taken consecutively and include the day of the funeral and provided that they correspond to scheduled days of work for the employee.

The employee may split their entitled time off between bereavement and time of the service.

## 12.06 Leave of Absence without pay

- a) Any request for a leave of absence without pay for valid personal reasons must be made by the employee in writing to the store manager.

When an employee is unable to submit his or her request for leave fifteen (15) days before the start of the period of leave, he or she must do so as soon as possible.

Such a request must include the following employee details including the reason for request, and start date and end date of the requested period of leave.

- b) Scheduling vacation time shall take precedence over the granting of a leave of absence.
- c) The store manager or designate shall accept or deny the employee's request for leave in writing, within one (1) week after receiving the request. Any and all requests shall not be unreasonably denied, provided there is another employee available in the department who is capable of doing the required work.
- d) Any leave of absence request shall be limited to a maximum of one (1) year at a time.

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## **12.07** Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- a) The care, health or education of a child in the employee's care; or
- b) The care or health of any other member of the employee's immediate family.

## **SECTION 13 – Health & Welfare**

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**13.01** The Employer agrees to participate in the Joint UFCW Health & Welfare Trust effective (Langley: December 3, 2016 | Dawson Creek: December 16, 2016), the Employer shall contribute forty-nine cents (\$0.49) per hour worked for the purposes of providing one or a combination of benefits. This amount shall increase to fifty-eight cents (\$0.58) on Dec. 31, 2017, and to \$0.68 on Dec. 30, 2018.

Any benefit costs over and above the foregoing will be borne by the employees.

The Employer and Union Trustees shall oversee the implementation of the benefits. Should the Trustees implement Provincial Medical, it shall be administered by the Employer. The Employer and Union can mutually agree to enhance benefits provided that any costs above the stated Employer contributions are funded by employee contributions.

The Employer and Union Trustees shall be responsible to establish eligibility and qualification requirements for any benefit plan(s).

### **13.02 Sick Leave**

Full time employees shall be entitled to three (3) sick days per calendar year, accumulated on the basis of one-half (1/2) day every two (2) months. Employees shall have the opportunity to utilize these hours by the end of the following calendar year. Paid sick days will be based on the employee's previous thirteen (13) week average hours worked.

## **SECTION 14 – Pension**

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Effective (insert date here), the Employer agrees to participate in the United Food & Commercial Workers Union Pension Plan (herein after referred to as “the Plan”). The Employer shall make contributions to the Plan on the basis of the percentage of earnings, set forth below, of each participating employee.

The initial level of Employer contributions shall be at 5% of an employee's earnings and shall increase as follows:

- December 31, 2017 – 6%
- December 30, 2018 – 7%
- December 29, 2019 – 7.75%
- December 27, 2020 – 8.5%
- December 26, 2021 – 9.25%

Earnings shall mean the total compensation paid to a participating employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating employee each year.

Participating employees will contribute a percentage of their earnings received from the Employer as follows:

<u>Age Last Birthday</u>	<u>Percentage</u>
Less than 30	Nil
30 or more but less than 40	1%
40 or more but less than 50	2%
50 or more	4%

Contributions, along with a list of employees for whom they have been made and other relevant information, will be remitted by the Employer to the financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each participating Employee:

1. Their Earnings;
2. The Employer contribution made in respect of the participating Employee;
3. The date they became an Employee if they first became a participating Employee in the Employer's four (4) or five (5) week accounting period;

4. The date they ceased to be an Employee and the reason for cessation if they are no longer a participating Employee at the end of the Employer's four (4) or five (5) week accounting period.

## **SECTION 15 – Union Representatives and Shop Stewards**

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### **15.01 Shop Stewards' Recognition**

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.

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.

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

1. Where there are less than fifty (50) employees in the store  
-a minimum of one (1) Shop Steward.
2. Where there are fifty (50) or more employees in the store  
-two (2) Shop Stewards and one (1) additional Shop Steward for every one hundred (100) 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 that Shop Stewards play a useful role in Employer-Employee relations.

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

The Employer agrees to allow Shop Stewards time to meet with new employees on company time within thirty (30) days of their first day of employment.

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

- i. Is given a reprimand which is to be entered on the employee's personnel file.
- ii. Is suspended or discharged.

## **15.02** Discipline Interview

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

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, the interview shall be temporarily suspended so that the employee may call in a Shop Steward or witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held.

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.

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

Subject to giving the Employer advance notice, employees shall have access to their personnel file.

### **15.03 Store Visits of Union Representatives**

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

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, or whoever is in charge, and shall be:

- A. Carried on in a place in the store designated by Management.
- B. Held whenever possible during the lunch period; however, if this not practical,
- C. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management.
- D. Held at such times and locations as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under Section 18 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section 18.

#### **15.04 Union Business**

The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days. One (1) employee from the store may attend such union business at any given time.

The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such Leaves of Absence.

Upon at least two (2) weeks' notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) employee for up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

Time off for Union business, as requested in writing by the Union, shall be considered as time worked for all purposes of the Collective Bargaining Agreement (except for time in excess of eight [8] hours on each day while off on Union business) and shall be calculated as an accumulation of hours for the Employer and the Union on a weekly basis.

The parties further agree that the rate of compensation for time off of more than seven (7) days shall be reimbursed by the Union as follows:

- eight (8) days to thirty (30) days wages plus twenty percent (20%)
- thirty-one (31) days to sixty (60) days wages plus thirty percent (30%)
- sixty-one (61) days or more wages plus forty percent (40%)

Negotiating committee members will be exempt from the above calculations, restrictions and reimbursement formula

while involved in the collective bargaining process. Leave of absence and reimbursement procedures for negotiating committee members will be in accordance with the past practices of the parties.

The limitations described above are affirmed, except that the limit of one employee per store does not apply where the Union requires more than one Executive Board member from a store.

Provincial Conference: In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

- A. One (1) employee from the store shall be granted time off.
- B. Fifty (50) or more employees in the store
  - two (2) employees shall be granted time off.
- C. One hundred (100) or more employees in the store
  - three (3) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence.

## **15.05** Joint Labour Management Meetings

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.

Meetings will take place quarterly and will include a minimum of one (1) Shop Steward who will be scheduled to attend the meeting, along with the Store Manager.

## **SECTION 16 – Health & Safety**

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### **16.01** Joint Health and Safety Committee

The Employer agrees to maintain and Health and Safety Committee in the store. The Committee shall function in accordance with the Worker's Compensation Board Health and Safety Regulations.

A member of the bargaining unit shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee as the worker co-chair.

**16.02** The Company will provide the Union with incident reports and recommendations flowing from any incident.

## **SECTION 17 – Health, Safety and Education Fund**

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The Employer agrees to contribute five cents (\$0.05) per hour for every hour worked by members of the UFCW Local 1518 in the store to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund. Employer contributions shall increase by one cent (\$0.01) per hour on December 31, 2017 and increase a further one cent (\$0.01) on December 30, 2018 and each year thereafter on the last Sunday of the year, until Employer contributions become 10 cents (\$0.10) per hour.

## **SECTION 18 – Grievance and Arbitration**

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### **18.01 Grievance Procedure**

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a Grievance.

Grievances shall be presented as stated in 18.02 and shall clearly set forth the Grievance and the contentions of the aggrieved party.

In addition to the grievance form provided, the Union will agree to add a brief letter with a more detailed description of the issue being grieved. All such letters are tendered on a “without prejudice” basis.

**18.02** All communication during this process will be on a without prejudice basis. The steps of the grievance procedure shall be as follows:

**STEP ONE:**

The Union must submit the grievance verbally to the Store Manager no later than fifteen (15) days following the incident that gave rise to the grievance. The Store Manager's decision must be rendered verbally no later than fifteen (15) days after the grievance was received.

**STEP TWO:**

If the grievance is not settled in Step One or if the Store Manager does not render its decision within the prescribed deadlines, the Union representative or his or her replacement must address the grievance in writing to the Employers Representative no later than fifteen (15) days after the Store Manager's response or the deadlines for issuing its response, as the case may be. The Employers Representative must then answer in writing no later than fifteen (15) days following receipt of the grievance. No grievance shall be forwarded to Arbitration unless a meeting is held first with the Employer.

**18.03** In the case of dismissal or suspension, a grievance must be submitted in writing no later than fifteen (15) days following the date of dismissal or suspension, and it will progress to Step Two of the process.

**18.04** The Employer may submit grievances in the following way:

The Employer sends the grievance to the President of the Union or his or her designate in Step Two no later than fifteen (15) days following the incident that gave rise to the grievance. The President of the Union or his or her designate has fifteen (15) days to deal with the grievance. The decision that is reached shall be put in writing and sent to the offices of the Employer.

**18.05** Any employee alleging wrongful dismissal may place his or her allegation before the Union Representative and, if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a Grievance and be subject to the Grievance Procedure as established by this Agreement.

**18.06** Arbitration

If a grievance is not settled in Step Two of the grievance procedure, either of the parties may refer the grievance to arbitration in accordance with the provisions of the Labour Code.

**18.07** Expedited Arbitration

In the event Section 104 of the BC Labour Relations Code is deleted from the Code, the provisions of Section 104 shall be adopted and included in this Agreement.

**18.08** Troubleshooter

Arbitrators agreed to by the parties shall be scheduled on a rotating basis to conduct expedited hearings as necessary on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
5. Decisions of the Troublesooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.
8. Each party shall pay for half of the arbitrator's fees and expenses.

## **SECTION 19 – Severance Pay**

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In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full time employee to lose his or her employment, the Employer hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<u>Full Time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years	- One (1) week
Over two (2) years	- One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

This Clause does not apply to a temporary layoff or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who are laid off as the result of store closure can elect to receive their severance pay at any time up to the expiry of their recall period as set out in Section 21 (A) (1) or (2), whichever is applicable.

Employees who qualify shall not be entitled to the benefits contained in this Agreement.

## **SECTION 20 – Technological Change**

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During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Bargaining Representatives of the two parties to this Collective Agreement.

1. Where the Employer introduces or intends to introduce a technological change that:
  - (i) Affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
  - (ii) Alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 18 of this Collective Agreement by bypassing all other steps in the Grievance Procedure.
  
2. The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change and, upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:
  - (i) That the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) That the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) That the Employer reinstate any employee displaced by reason of the technological change;

- (iv) That the Employer pay to the employee such compensation in respect to his/her displacement as the Arbitration Board feels reasonable;
  - (v) That the matter be referred to the Labour Relations Board (under Section 54 of the Labour Code of British Columbia).
3. The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
- (i) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  - (ii) Alters significantly the basis upon which the Collective Agreement applies.

## **SECTION 21 – Layoff & Recall**

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Seniority shall govern in cases of layoff and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required.

- A. Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:
- 1. No more than six (6) months has elapsed since the last day worked by the employee;
  - 2. For employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee;

3. The employee reports for duty within twenty-four (24) hours from time of recall.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, he or she shall exchange his or her seniority with the next employee on the list who is immediately available for employment until he or she is recalled, at which time he or she shall resume his or her original seniority status. If he or she does not report in one (1) calendar week from date of recall without proper or sufficient reason, he or she shall be dropped from the seniority list.

The employee shall keep the Employer informed of his or her current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

4. The employee is capable of performing the work.

B. The foregoing shall not apply to:

1. Employees in Department Supervisor positions (as listed in Section 5).

2. Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other Leaves of Absence.

Employees recalled in accordance with Section 21 shall retain their previous length of service for the purposes of this Collective Agreement.

## **SECTION 22 – Miscellaneous**

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### **22.01 Seniority List**

Seniority lists of all employees shall be forwarded to the Union office by March 15th and September 15th each year. Upon opening of a new store, a seniority list will be sent to the union within 60 days

### **22.02 Bulletin Boards**

Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- A. Meeting notices.
- B. Dental Plan information.
- C. Pension Plan information.
- D. Safety information.

Any other bulletins may only be posted by mutual agreement between the Union and designated Management.

### **22.03** Time Recording

The Employer shall provide the store with a time recording device in order to enable employees to record their time for payroll purposes. Employees recording their time worked shall enter the time they start and finish work and any other rest or meal periods as per store policy.

Employees who fail to record all time worked in the manner required by this section shall be subject to progressive discipline.

Employees shall record the time they start once they are ready to work so that they are at their work stations at the time indicated on the work schedule.

If an Employee fails to record their time they must immediately inform their Department Manager or designate.

Employees must record their own time.

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

No employee may exceed the number of working hours indicated on the schedule set by the Employer unless

authorized to do so by his or her Department Manager or designate.

#### **22.04** Accommodation Protocol

It is acknowledged that the Employer, the Union, and the employees all have a responsibility in the accommodation process. The Employer and the Union shall meet to discuss a protocol process.

#### **22.05** Union Decal

The Employer agrees to display the official Union decal of the United Food and Workers International Union in a location where it can be seen by customers.

#### **22.06** Conflict of Interest

The Union and the Employer agree that an employee working for a competitor (food and/or drug establishment) will be placed in a conflict of interest with their ongoing employment with the Employer. An employee shall avoid any conflict with the interest of the Employer. A conflict of interest includes an obligation in a relationship with any person or organization which competes or does business with the Employer that could affect the employee's judgment in fulfilling his or her responsibilities to the Employer or which could affect the Employer's business interests.

Violation of this provision may result in termination. Prior to termination, the Employer shall notify the employee of the infraction so the employee can rectify the problem.

## **22.07** Information

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

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

## **22.08** Staff Room

The Employer shall provide appropriate facilities for the use of employees during their rest and meal periods.

## **22.09** No Discrimination

Both the Employer and the Union endorse the principals outlines under the BC Human Rights Code wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place or origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, and age, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to

the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the BC Human Rights Code.

#### **22.10 Tools and Equipment**

All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.

#### **22.11 Lockers**

The Employer shall provide lockers for each employee's use during their shift.

#### **22.12 Staff Meetings**

Staff meetings, whether in the store or off premises, shall be considered as time worked and paid for accordingly, except meal meetings at which attendance is voluntary.

#### **22.13 Cash Shortages**

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

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

No employee shall be held responsible for cash shortages unless he or she has exclusive access to his or her cash.

#### **22.14** Learning Prices and Codes

Learning prices and codes shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

#### **22.15** Wearing Apparel

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. The Employer shall provide each employee with two (2) new shirts each calendar year. Employees shall be responsible for laundering and pressing these items. Employees who terminate their employment with the Employer shall return these items to their store. New employees shall receive one (1) 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.

#### **22.16** Video Surveillance

The Employer agrees to be bound by juris prudence.

## **22.17** Picket Lines

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at the store, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

## **22.18** Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in the store. The Employer shall follow the guidelines for temperature control including absolute minimum and maximum temperatures as required by legislation or regulation.

## **SECTION 23 – Regulated Pharmacy Technicians**

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The Parties agree that the following guidelines will be used regarding the Regulated Pharmacy Technician classification.

- 1) Regulated Pharmacy Technicians are a separate classification. Employees must be properly licensed in accordance with Provincial regulations to fill this position.
- 2) The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in the pharmacy and will determine the status of needed position(s).

- 3) When staffing the classification in the store the Employer will:
  - a) Offer the vacant position(s) to internal applicants by way of in-store notice. The successful applicant(s) will be chosen based on Seniority.
  - b) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Employer will determine the initial status of these employees.
- 4) Internal reclassified Regulated Pharmacy Technicians will be subject to a 60 day trial period for:
  - a) The employee to decide if they want the work, and
  - b) The Employer to determine if the employee is capable of performing the necessary duties.
- 5) Regulated Pharmacy Technician duties will be prescribed by the Provincial and other regulatory authorities. If there are any conflicts the Parties agree to meet to resolve.
- 6) The Employer will continue with the current practice with Pharmacist Interns and Pharmacist Students. Pharmacy Assistant hours will not be impacted by this practice.
- 7) The employer will grant internal Pharmacy Assistants a sum in the amount of five hundred dollars (\$500.00) once they have been selected by the Employer and reclassified as Regulated Pharmacy Technicians.
- 8) Regulated Pharmacy Technician Wage Scale:

Accumulated Hours Worked	
0-520	20.73
521-1040	20.98
1041-1560	21.23
1561-2080	21.48
2081-2600	21.73
2601-3120	21.98
3121-3640	22.23
3641-4160	22.48
4161-4680	22.73
4681-5200	23.53
5201-5720	24.23
Over 5720	25.20

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

## SECTION 24 – Expiration and Renewal

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This agreement shall be for the period from and including \_\_\_\_\_ to and including (*ten years*) and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding \_\_\_\_\_, or any subsequent anniversary date thereafter to:

- A. Terminate this Agreement, in writing, effective \_\_\_\_\_, 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.

Should either party give notice pursuant to (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 relations code* of British Columbia, or
2. The Employer gives notice to lockout in compliance with the *Labour Relations Code* of British Columbia

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

SIGNED ON BEHALF OF  
THE COMPANY  
SOBEYS WEST INC.  
DBA SAFEWAY EXTRA

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SIGNED ON BEHALF OF  
THE UNION  
UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL 1518

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# LETTER OF UNDERSTANDING #1

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## RE-OPENING

The Union and Employer agree as follows:

1. Within six (6) months immediately preceding \_\_\_\_\_, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement.
2. If the parties are unable to agree on what if any changes the collective agreement are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement
3. The parties will agree to the appointment of the interest arbitrator.
4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.
5. The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business.
6. The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement. Subject to what the Parties agree to at the first full re-opener, there shall be additional full re-openers prior to \_\_\_\_\_ upon request by either party.

## **LETTER OF UNDERSTANDING #2**

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As this is a new collective agreement, both parties reserve the right to make amendments and changes by mutual agreement, as necessary.

## LETTER OF INTENT

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### **Re: Impact of Conversion of Existing Safeway Store to Safeway Extra**

The following shall apply to all employees in the event that a Safeway store is converted to Safeway Extra:

Option 1: Exercise seniority rights: An employee may elect to exercise their seniority rights and relocate to another Safeway store at the time of conversion. Transfer to another store will be accomplished in the following manner:

- i. A Grid A vacancy may be created in the receiving store through a voluntary severance program offered by the Employer;
- ii. As per Section 8.07 of the current Safeway collective agreement.

It is understood that no store, unless agreed to by the Employer, will receive more than 5% of such employees by classification.

- The following shall apply to Grid B employees hired prior to ratification 2013 only:

Option 2:

A Grid B Safeway employee hired prior to ratification 2013 may continue to work in a store that is converted to a Safeway extra store. If there are not enough positions available in their department and classification, they will be placed in another position within

another department. The Employer and the Union will meet to discuss and resolve any anomalies or issues regarding these placements. Should an employee elect to remain in the Safeway Extra store, they will be subject to any applicable future wage increases as they exist now, or as are agreed to in the future with respect to the Safeway collective agreement.

- The following shall apply to Grid A employees only:

Option 2: Grandfathered: An employee may continue to work in the converted store. If there are not enough positions available in their department and classification, they will be placed in another position within another department. The Employer and the Union will meet to discuss and resolve any anomalies or issues regarding these placements. In either event, the employee will maintain their wage and benefits (including pension, health & welfare benefits, vacation and ATO, if applicable) but otherwise be covered by the provisions of the collective agreement applicable to the converted store. Should an employee elect this option, they will be subject to any future changes to the economic terms of the Safeway collective agreement.

Option 3: Buy-down: At the Employer's discretion, employees may be offered a lump sum payment through a buy-down program which will be designed to transition employees from the economic terms of Safeway collective agreement to the converted store's collective agreement. Should an employee select this option, they will be subject to all terms and conditions under the converted store's collective agreement.

The union will be notified of all aspects of these offers.

Option 4: Voluntary severance: A voluntary severance program will be offered to employees in a converted store. The union will be notified of all aspects of these offers.

# INDEX

## A

Accommodation Protocol .....	55
Adequate Heating Facilities.....	59
Arbitration .....	47
Assistant Department Manager.	7

## B

Bulletin Boards .....	53
-----------------------	----

## C

Cash Shortages.....	57
Classifications.....	22
Clerk Wage Scale.....	22
Conflict of Interest.....	55
Consecutive Day Limit.....	15
Credit for Previous Experience	24

## D

Department Leads .....	7
Discipline Interview .....	39

## E

Employee's Personnel File .....	40
Exclusions (Management Structure) .....	1
Expedited Arbitration .....	47

## F

Family Responsibility Leave ..	35
Formal Discipline Report .....	40
Full Time Ratio .....	18
Full-Time Employee.....	7
Full-Time Vacancies .....	18
Funeral / Bereavement Leave	33

## G

Grievance Procedure .....	45
---------------------------	----

## H

Health And Welfare .....	35
Health, Safety and Education Fund .....	45
Hours of Work .....	7

## J

Job Postings .....	18
Joint Health and Safety Committee .....	44
Joint Labour Management Meetings .....	44
Joint UFCW Health & Welfare Trust .....	35
Jury and Witness Duty Pay.....	29

## L

Layoff and Recall .....	51
Learning Prices and Codes ....	58
Leave of Absence Without Pay	34
Leaves of Absence .....	29
Lockers.....	57

## M

Management Rights.....	3
Meal Breaks .....	20

## N

Night Shift.....	9
No Discrimination.....	56
Normal Work Week.....	8

<b>O</b>		Staff Room .....	56
Overtime and Overtime Pay ....	25	Statutory Holidays .....	16
<b>P</b>		Store Visits of Union Representatives .....	40
Parental Leave .....	31	<b>T</b>	
Part-Time Employee.....	8	Technological Change .....	49
Part-Time Employees .....	10	Time Recording.....	54
Part-Time Transfers.....	20	Tools and Equipment.....	57
Paternity Leave.....	33	Troubleshooter .....	47
Pension.....	36	Truck Drivers.....	6
Personnel File.....	40	<b>U</b>	
Pharmacy Assistants .....	23	Union Business .....	41
Picket Lines .....	59	Union Decal .....	55
Pregnancy Leave.....	30	Union Dues .....	2
Premiums .....	24	Union Dues .....	2
Probationary Period.....	4	Union Membership.....	2
Provincial Conference .....	43	Union Representatives.....	38
<b>R</b>		Union Shop .....	2
Reduction in Hours .....	14	<b>V</b>	
Regulated Pharmacy Technicians .....	59	Vacation .....	26
Re-Opening .....	64	Vacation Formula.....	26
Rest Periods .....	20	Vacation Pay.....	29
<b>S</b>		Vacation Selection Process ....	27
Seniority.....	15	Vendor Stocking.....	5
Seniority List .....	53	Video Surveillance .....	58
Severance Pay .....	49	<b>W</b>	
Shift Interval.....	15	Wages .....	22
Shop Stewards .....	38	Wearing Apparel .....	58
Sick Leave .....	36	Weekday Restriction .....	12
Staff Meetings.....	57	Weekly Work Schedule.....	9