COLLECTIVE AGREEMENT

Between

SOBEYS CAPITAL INCORPORATED

And

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

April 1, 2023 to **April 1, 2028**

Wage Review Ratified by Member Vote: June 25, 2026

UNITED STEELWORKERS USW LOCAL 2009

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PREAMBLE

SHARED VALUES

Mutual Respect

- We will work collaboratively towards solutions.
- We will actively listen to one another to find common understanding.
- We will be considerate and treat each other with dignity.
- We will focus on the issues and reserve judgment.

Honesty and Integrity

- We will act in a truthful and ethical manner.
- We will act in a fair and equitable manner and not take advantage of each other.
- We will be transparent in our processes and consistent in our actions.

Trustworthiness

- We will act in good faith and be honest in our intentions and our actions.
- We will have respectful and candid discussion.
- We will have confidence that the information we are sharing is accurate and truthful.

Accountability

- We will take responsibility for our words and our actions.
- We will address issues effectively and in a timely manner.
- We will follow through with our commitments.

SHARED GOALS

Building Effective Relationships

- Working collaboratively with integrity and honesty to build trust.
- Holding ourselves and each other accountable to the shared values.
- Acknowledge each other's ideas and feelings with sincerity.

Effective Communication

- Actively listen to seek understanding of each other's reasoning to find solutions.
- Have discussions that are open, honest and forthright to develop stronger relationships.

Desirable Workplace

- Ensuring a positive and respectful workplace that is productive, inclusive and enjoyable.
- Valuing the unique characteristics of individuals to foster a sense of belonging in an environment that is fair, cooperative and adaptable.
- Focusing on the growth and viability of the business to allow for job security and create future opportunity for all.

MEMORANDUM OF AGREEMENT MADE THIS 3rd DAY OF June, 2026 .

BY AND BETWEEN: **SOBEYS CAPITAL INCORPORATED.**, a body corporate carrying on business in the Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, chartered by the United Food and Commercial Workers International Union, C.L.C.

(hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE: The Employer and the Union mutually agree as follows:

SECTION 1 – Contract Area

1.01 Zones

Zone 1
The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees in the Zone 1 Contract Area for the present and future Safeway stores owned and/or operated by the Employer in the Province of British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except excluded personnel and employees under separate certificate. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.

Current Store Numbers in the *Zone 1 Contract Area (includes the geographic area from Hope to Whistler)*: **4252, 4254, 4255, 4256, 4257, 4265, 4269, 4270, 4272, 4280**, **4765**, 4900 **(Rx)**, 4901, 4903, 4905, 4908, 4909, 4911, 4912, 4913, **4914,** 4917, 4918, 4920, 4930, 4931,**4936,** 4939, 4941, 4942, 4950, 4958, 4966, 4967, 4968, 4976**, 4977, 4979, 4980, 4996 (reline), 4998, 4999 (Central Fill).**

Zone 2
The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees in the Zone 2 Contract Area for the present and future Safeway stores owned and/or operated by the Employer in the Province of British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except excluded personnel and employees under separate certificate. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.

Current Store Numbers in the *Zone 2 Contract Area:* **4274, 4276, 4277**, 4916, 4919, 4924, 4925, 4928, 4946, 4948, 4952, 4955, 4960, 4970, 4972, 4973, 4974.

As a result of change of terminology where the former "Bargaining Unit Seniority" will now be referred to as "Contract Area Seniority" the Union and the Employer confirm that there shall be no change in the method or manner of administering the Collective Agreement or the rights of members as a result of this change.

1.02 New Banners

In the event the Employer decides to open stores operating under a new banner, that are different in size or type of operation from its conventional stores, the Employer will enter into negotiations with the Union to develop a Collective Agreement that is appropriate for the type of business contemplated.

Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to a final offer selection process.

1.03 First Right of Refusal

In the event the Employer permanently closes a store (i.e., no Replacement Store is opened), it is agreed that the Union shall have the first right of refusal to purchase the store and operate it as an enterprise of the Union or some kind of employee cooperative provided products for sale in the store are purchased from the Employer's supply division.

SECTION 2 – Protecting Incumbents

The **parties have agreed to** transition to a **100%** (Grid B) work model **which** will be accomplished through attrition.

SECTION 3 – Union Shop & Deduction of Union Dues

3.01 The Employer agrees to retain in his employ, within the Contract Area 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 nonmembers, 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.

3.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee **their** responsibility in regard to Union membership and outlining the provisions of Section **9.33** of this Agreement, and to provide the Union in writing with the name, 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 [October 22, 2023] this application will be submitted to the Union digitally through the Union online portal.** The Union shall bear the expense of **maintaining the portal**, the contents of the

portal form 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.

3.03 Conflict of Interest

It is agreed that the term "competitor" raised in Section 12.04 (B) and Section 12.06 (F) of the Collective Agreement shall mean any food and/or drug retail establishment. The Union and the Employer agree that an employee working for a competitor as defined herein 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 **their** 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.

In the event of a disagreement the Employer and the Union agree to meet to attempt a resolve of the problem.

Example 1:

A grocery department employee working as a delivery driver for a bread supplier that supplies our competitors is in a conflict of interest. However, a grocery employee working in a supplier's production plant is not in a conflict of interest.

Example 2:

An employee working for a retail store which sells products sold by the Employer is in a conflict of interest.

3.0**4** 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 4 – Joint Labour/Management Meeting (JLM) Process

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:

- **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)** 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 **Business Partners** are welcome to attend all meetings and **will endeavour to** 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

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 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 **their** 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 one hundred (100)** employees in a store – **up to two (2)** Shop Steward**s will be recognized**.

2. In stores **where there are more than one hundred (100) employees but less than one hundred and fifty (150)** employees — **three (3)** Shop Stewards **will be recognized**. **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.

5.02 Store Visits of Union Representatives

Duly authorized full-time Representatives of the Union shall be entitled to visit the stores 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 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 24 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section 24.

5.03 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 according to the following formula:

A. Up to one hundred (100) employees in the Contract Area.
- one (1) employee.

B. For each additional one hundred (100) employees or part thereof in the Contract Area.
- one (1) employee but not to exceed a total of nine (9).

C. Not more than one (1) employee from any one (1) store.

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such Leaves of Absence.

Upon at least one (1) week's notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) employee on the following basis:

Up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

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 each store of the Employer 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. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

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 Employer shall not schedule A.T.O.'s and/or days off when granting time off for Union business unless specifically requested by the Union.

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 in Section 5.03 (A, B, and C) 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.

SECTION 6 – Management Structure

6.01 Exclusions Per Store

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)
Second Assistant Manager*	**Pharmacists as required by the Employer**

***Any employee appointed to the position of Second Assistant Manager on or after the Sunday following ratification [October 22, 2023], 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 [October 20, 2023] 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.

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.

In stores that average $500,000 or more in sales per week add one (1) management exclusion 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

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 [October 20, 2023].**
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 [October 20, 2023], 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 [October 20, 2023] Wage Scale as follows:

Accumulated Hours Worked	Current	June 7, 2026	June 6, 2027
0 to 520	$18.17	**$19.25**	**$19.25**
521 to 1040	$19.16	**$20.25**	**$20.25**
1041 to 1560	$20.13	**$21.25**	**$21.25**
1561 to 2080	$21.10	**$22.00**	**$22.00**
2081 to 2600	$22.05	**$22.50**	**$22.75**
2601 to 3120	$23.00	$23.00	$23.00
Over 3121	$25.11	$25.11	$25.11

Transition: Non top-rated employees will move to the new rate based on their accumulated hours worked on this scale.

6.03 Department Manager and 2nd Assistant Store Manager

Wages – Department Managers and Second Assistant Managers

	F/T	P/T
Produce Manager and Second Assistant Manager	$29.02	$30.31

Produce and Assistant Managers will be paid the Produce or Assistant Manager's rate in stores where there are three hundred (300) hours per week or more worked in the Grocery (includes Produce) Department for a period of four (4) consecutive weeks. The rate need not be paid after the hour requirement is not met in a four (4) consecutive week period until such time as the hour qualifications are again met.

A) Newly promoted Department Managers and 2nd Assistant Managers shall be placed on a weekly salary, with no ATO. The intent is that these Employees will

work 40 hours per week on a regular basis; however, there may be circumstances where this varies occasionally.

B) Existing incumbents may remain red circled in their existing positions and maintain their existing terms of employment (eg. wages and benefits, including ATO).

C) Existing incumbents may elect to forgo their ATO benefit and shall be paid a corresponding part time hourly rate of pay converted to a weekly salary.

D) Employees promoted to these positions after ratification 2013 *(April 10, 2013)* shall be paid a weekly salary of the part time department manager / assistant manager rate x forty (40) hours (see Department Manager.

E) All salaries will be adjusted on an annual basis to reflect the annual off-scale Grid A wage increases.

6.04 Relief Rate

A) Grid A Employees Relieving a Produce Manager or 2nd Assistant Manager

An employee relieving a Produce Manager or Assistant Manager who is absent for two (2) or more full shifts (8 hours) shall be paid for such relief work for all time so employed at the Produce Manager's or Assistant Manager's rate established in this Agreement.

B) Grid A Bakers Relieving the Bakery Manager

Any Baker relieving the Bakery Manager for more than one (1) day in his home Bakery, or from the first (1st) day in a Bakery other than his home Bakery, shall receive a premium of one dollar and twenty-five cents ($1.25) per hour.

C) Grid B Employees Relieving a Department Manager, 2nd Assistant Manager or Performing Clerks-In-Charge function:

Effective Sunday After Ratification 2003 *(September 28 2003)*, *Grid B* employees shall receive a relief rate of two dollars and fifty cents ($2.50) per hour while relieving for Produce Manager, Bakery Manager or performing the Clerk(s)-In-Charge function.

D) Temporarily Relieving a Store Manager

An employee temporarily relieving a Store Manager in a store other than **their** home store shall receive additional compensation at the rate of not less than ten dollars ($10.00) per week over the Assistant Manager's rate of pay for the basic workweek for all time so employed. All overtime will be computed at the relieving Manager's rate. An employee relieving a Store Manager in the employee's home store shall, if relieving for more than one (1) day, receive additional compensation at the rate of not less than ten dollars ($10.00) per week above the Assistant Manager's rate for the basic workweek for all time so employed unless otherwise provided by special memorandum attached to this Agreement. This does not apply to persons employed as full-time Relief Managers.

6.05 Management Trainee***

It is our intent to utilize one Management Trainee position per store to prepare employees who are interested in a career in management. One (1) Management Trainee may be designated by the Employer in all stores. The designated Management Trainee will not be subject to hours claim.

To initially create the position, a forty (40) hour vacancy must occur in the General Clerk classification (i.e., 40 hours out, 40 hours brought in). The Company may then designate the position on the same basis as the Assistant Manager Position.

The Management Trainee position will be a full-time General Clerk job.

In stores where full-time General Clerks agree to a transfer and the store does not have a Management Trainee, the principle of 40 out for 40 in will apply.

When a vacancy exists, employees from other classifications can be promoted.

Employees who become Management Trainees will be given a one (1) year training leave. This leave will be granted on a one-time basis only. Should they step down or be demoted within this time, they will be returned to the store and position they were promoted from. Should they exceed the one (1) year leave, they will be subject to the step-down / demotion language of "Key Personnel" above.

It was agreed that all future New and Replacement Stores would automatically have one (1) Management Trainee position.

6.06 Clerk(s)-In-Charge****

In stores that average $200,000 or more in sales per week, one (1) Clerk-in-Charge may be designated by the Employer unless the store is open to 10:00 p.m., then the Employer may designate up to two (2) Clerk(s)-In-Charge.

In stores that average $700,000 or more in sales per week, up to two (2) Clerk(s)-In-Charge may be designated by the Employer unless the store is open to 10:00 p.m., then the Employer may designate up to three (3) Clerk(s)-In-Charge.

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

Where the Employer is able to designate Clerk(s)-In-Charge in a store then they will be designated to be scheduled in their classification using their "Company Seniority."

All Clerk(s)-In-Charge in the stores will hold their position by Company Seniority. These Clerk(s)-In-Charge will be limited to the hours they can hold according to their Company Seniority. In the event of a downturn in business, because of the training they have undergone and the responsibility they have undertaken, they will maintain the hours they carried into the position.

The Employer will ensure the Union is kept up to date, in writing, as to who are in the Management Trainee and Clerk(s)-In-Charge positions.

The Company will continue to pay a premium rate for the Management Trainee and Clerk(s)-In-Charge positions when they are in charge of the store.

If employees asked to perform the Clerk-In-Charge function decide they are not interested in the position, the Employer may approach Clerks in other classifications.

6.07 Assistant Department Managers*****

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 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.

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.

6. The Employer will provide all employees with equal opportunity to fill vacant "Key Personnel" positions.

6.08 Step-down or Demotion

Once they no longer wish to hold the position or are demoted from the Key Personnel position, the Employer and the Union shall meet to determine placement of the employee as follows:

1. The employee may be returned to the Contract Area in which (s)he was promoted from or previously worked in a Key Personnel position. Regardless of where they are returned, they would return to their original status prior to being promoted to a Key Personnel position with full B.C. Company Seniority.

2. The employee may stay in their existing Contract Area (Store) in their original status with a seniority date equal to the date that the employee began work in that existing Store/Contract Area.

3. The employee may be placed in a New or a Replacement Store.

In determining the placement of these employees, the parties (the Company and the Union) will first consider vacancies in the areas outlined above, and give consideration to the request of the employee, to minimize its impact on other Bargaining Unit employees. The parties reserve the right to micro-manage all step-downs.

The Union and the Employer reserve the right to deal with any situations that arise due to the implementation of the change in any situations where a member is adversely impacted due to these provisions.

Employees that transfer into Key Personnel positions from out of province shall commence their company seniority on the first date they commence their employment in B.C.

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

7.01 Subject to exclusions in Section 6 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the Employer who are in the Contract Area and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

A. Excluded Personnel as listed in Section 6.01 of this Agreement and Head Office field personnel.

The primary responsibilities of employees excluded from the Contract Area are managerial in nature but it is recognized that they may perform the duties of employees in classifications listed elsewhere in this Collective Agreement.

The Union will recognize the current practice in the "D" group stores where the Store Manager and Assistant Manager, who are excluded from the Contract Area, will perform Contract Area work.

In the remaining stores of the Employer, such as the "A", "B", and "C" status stores the amount of time spent performing these duties will vary from store to store depending on size and hours of operation.

It is not the intent of the Employer to utilize excluded personnel to deny hours to Contract Area employees.

The Union and the Employer will meet in good faith to resolve any issue which arises from this agreement and will amend this language as is deemed appropriate. Should the parties fail to reach an agreement the matter can be referred to a dispute resolution process.

B. Rack Jobbers.

There shall be no Rack Jobbers in any New Store.

For Rack Jobbers to be permitted in Existing Stores:

a) Items must be stocked on a rack.
b) Items cannot be pre-ordered.
c) Orders cannot be drop-shipped.
d) Jobber must own the rack.
e) Product cannot be normally carried by the Employer.

Upon achieving the target ratios of fifty/fifty (50/50) in any store, the Employer shall not allow Rack Jobbers to perform any work in that store. Such work shall be performed by members of the Contract Area.

Not withstanding the above, it is agreed that the current practice (as at ratification-1997 (*November 23, 1997)*) of Rack Jobbers in the stores shall continue. However, new Rack Jobbers must follow the definition set out above.

C. Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons handling bakery specialties products" is meant to be similar in concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons of bakery specialties products" is considered to mean Bread Driver Salespersons such as Weston's, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., providing such products are carried with them in their trucks.

D. Demonstrators

E. Special Personnel assisting prior to the store opening and during major store remodeling.

F. Special displays (not built of product or merchandise) may be built, designed and decorated by Salespersons, provided that initial stocking and replenishing of product or merchandise shall be performed by employees of the Employer.

"Salespersons" for purposes of this Section shall mean persons other than employees of the Employer.

Salespersons or Driver Salesmen in the employ of soft drink distributors may only sort and pick up their company's returns in the course of their duties for their employers.

Kraft Foods Representatives may remove their own company's off-code product unsuitable for sale from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must then be handled by a Retail Clerk. This means that a Retail Clerk must either wheel the buggy into the back room or out to the Kraft Representative's car - whichever is

desired. Also, any replacement of Kraft stock must be done by a Retail Clerk. If the Kraft Representative wishes to make an immediate replacement of stock, such stock shall be put into the stockroom and Retail Clerks shall place it on the shelf or in the display case. To further ensure compliance by Kraft Foods' Salesmen with the immediately preceding paragraph, the Employer hereby agrees to write to Kraft Foods Ltd., advising them of the permitted scope of their activities in the Employer's stores and, further, informing them that Salesmen who violate the provisions of the foregoing paragraph will be excluded from the stores of the Employer concerned.

G. 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 produce is satisfactory to the Union.

The Employer agrees, where Food Clerks are scheduled to work and are working in the stores and deliveries of merchandise are made from the grocery warehouse, that 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.

H. 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.

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

8.01 Seniority

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 [October 20, 2023] 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.

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.

8.02 Full-Time Employee

The following language in applies only to Grid A employees:

A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period in the Contract Area in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

8.03 Part-Time Employee

Part-time employees shall proceed to full-time status according to their Contract Area seniority. For purposes of proceeding to available full-time positions, part-time seniority is extended to include the entire Contract Area.

8.04 Layoff and Recall

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. The foregoing shall not apply to:

A. Employees employed in “Key Personnel” positions who are not scheduled by Company seniority.

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

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 recalled temporarily. If the contacted employee cannot report for work until three (3) working days later, **they** shall exchange **their** seniority with the next employee on the list who is immediately available for employment until **they are** recalled, at which time **they** shall resume **their** original seniority status. If **they do** not report in one (1) calendar week from date of recall without proper or sufficient reason, **they** shall be dropped from the seniority list.

The employee shall keep the Employer informed of **their** 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.

Employees recalled in accordance with Section 8.04 (1) and (2) above shall retain their previous length of service for the purposes of this Section and Section 17.

8.05 Reduction in Hours

Where there has been a reduction of hours worked in a store of more than twenty percent (20%), part-time employees whose hours have been reduced significantly will be granted a transfer to another store in the Contract Area in order to maximize their hours under the following conditions:

A. The decrease in hours worked shall be measured over a period of eight (8) consecutive weeks, compared to the same time period in the previous year.

B. Where there is a similar decrease in hours worked in a particular department, the Employer and the Union shall meet to discuss the problem and determine a method of solution. To qualify for a transfer, the employee must have a minimum of five (5) years' seniority.

C. In developing a solution, the Employer and the Union shall seek to minimize the impact of part-time employees transferring to other stores in the Contract Area. An employee will not transfer to a store or department which has experienced a similar reduction of hours.

8.06 Closure Of Department

As a result of a Specialty Department closure, the following options are available to employees residing in the department deemed to be closed.

OPTION A - Transfer to Another Store in the Same Department

- All employees may exercise their classification seniority within the Contract Area in order to maintain employment in their current classification.

- Employees exercising their seniority within the Contract Area will retain their current rate of pay and maintain credit for all experience hours within the Specialty Department classification.

- Employees exercising their seniority to move into another store will then be scheduled by classification seniority in their new store.

OPTION B - Transfer to Different Classification in the Same Store

- Employees may make a written request for transfer to another classification exercising their seniority date in their current store.

- Request will be given first consideration by the Employer, and if approved by the Employer, the transfer will commence.

- When/if transfer to new classification would receive fifty percent (50%) credit for experience in their previous Specialty Department for hours worked to a maximum of nine (9) months credit (one thousand, five hundred and sixty [1560] hours).

- Rate would be at next highest rate in their new classification. Will progress to the next highest rate once having worked the number of hours required to meet the scale requirements (red-circled at next highest rate until having completed the necessary hours to progress through the scale).

- Employees exercising their *seniority* and moving to a new classification will be subject to a sixty (60) day familiarization period. If within the sixty (60) day familiarization period it is determined that the employee cannot perform the duties required, the parties agree to meet and evaluate other opportunities to exercise *their seniority* in the employee's current store.

- Where the request to exercise *their* Seniority to a new classification is not approved, the parties agree to meet and evaluate other opportunities to exercise common seniority within the employee's current store.

OPTION C - Grid B Employees in a Closed Department

- May request transfer to *Grid B* department within their store with full seniority.

- Will progress from *Grid B* to other classifications as per the Collective Bargaining Agreement.

- Wage rate would be corresponding *Grid B* rate.

OPTION D - Severance Pay for Employees in a Closed Department

- Severance pay for those employees electing to leave the Company's employ as a result of their department closure.

- As per Section 18.01 of the Collective Agreement for *Grid A* full-time employees.

- As per the Employment Standards Act for part-time employees.

- Employees selecting the severance package shall forfeit all rights to continued employment with the Employer.

8.07 Sale or Closure of Store

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**.

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

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.

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.

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.

8.09 Employee Transfers

a) No employee shall be transferred without mutual agreement between the employee and the Employer.

b) Key Personnel as per Section 6.02.

8.10 Job Posting

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 **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.

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

Job postings shall be made available across all stores.

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.

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

d) 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 shall not be eligible to restrict their hours for a period of six (6) months from the effective date of the job posting.

e) In staffing New Stores in **the province** twenty five percent (25%) of the full-time positions in the store will be **initially filled by Key Personnel or offered as Grid A** postings under 8.10.

3. Principles for Job Postings:

1. The Employer and the Union agree that Section 8.10 (2)**(e)** of the Collective Agreement may be amended or suspended for future New and Replacement Stores by mutual agreement of the parties.

4.Wages - Changes of Classification:

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.

8.11 Grid B Full-Time

Following the ratification of the Collective Agreement [October 20, 2023], 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 [October 20, 2023] 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 2nd, Bakery 2nd 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 [October 20, 2023], 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).

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 and All Purpose Clerks.

ATO: Grid B full-time employees will not be entitled to ATO as outlined in Article 9.27 and 9.28.

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:

Vacation	Time Off	Vacation Pay *
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.

<u>Statutory Holidays</u>:

The following days shall be considered statutory holidays:

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

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major 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 (5th) 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.

8.1**2** Seniority List

Each store shall post an updated seniority list for that store two (2) times per year.

SECTION 9 – Scheduling

9.01 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
All Purpose Clerk	Regulated Pharmacy Technician

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 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 15th each year. The declaration will be in force for the following calendar year. If no declaration is submitted by December 15th, the previous valid declaration shall apply.

9.03 A) 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 **they have** 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.

B) Overtime - Rest Period - Lunch Money

If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, **they** will be given a fifteen (15) minute paid rest period.

If an employee is required to work more than two (2) hours overtime, **they** will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and, in addition, receive a five dollar ($5.00) meal allowance.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

9.04 Statutory Holidays

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.C. Day	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.

Commencing with their fifth (5th) week of employment, *Grid A* 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).

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.

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

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

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

Sixteen (16) but less than twenty (20)
- Four (4) hours pay for each holiday

Twenty (20) 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 Grid A 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 full-time employee would have been scheduled to work such hours they were absent.

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.

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.

If an employee is eligible for statutory holiday pay while on Weekly Income benefits, Workers' Compensation or Sick Leave, 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 **their** normal daily pay.

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. Further, it is agreed re-scheduled Statutory Holidays will be scheduled with a day off or for full time Grid A employees, with A.T.O.

9.05 Maximization of Hours

The Employer and the Union agree that maximization of hours shall be used for all employees except those hired after August 18, 2008. Weekly seniority will apply to all employees hired after August 18, 2008.

A) Scheduling of Grid A Employees

Preference in available hours of work in a store shall be given to senior employees in the same classification within the store, provided they are available and can perform the work, subject to Section 9.07 of this Section.

It is understood that the employee shall assume **their** responsibility in notifying or in reporting any violation of the seniority Clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the Grievance was first lodged.

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

B) Scheduling of Grid B Employees

It is the intention of the Company in the weekly scheduling of Grid B employees that a more senior *Grid B* in a classification shall be scheduled at least as many hours as a junior *Grid B* subject to the employee's availability. Operational requirements, seasonal fluctuations, and job functions are examples of situations where there will be the need to schedule some *Grid B* employees up to 40 hours per week. 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 and discuss the concern.

The Company agrees that a *Grid B* who is not scheduled to work on a day shall be afforded the opportunity of a call-in shift by seniority.

Scheduling/Maximization of Hours Agreement

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

1. Grid B employees shall be scheduled for evening and weekend shifts where practicable.

The Employer shall not circumvent maximization of hours by the use of “Quarter Hour Scheduling”.

C) Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a Grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

9.06 Restriction of Hours

A part-time employee who works less than the basic workweek and restricts **their** availability shall sign a form so advising the Employer. **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 are** of restricted status, shall be reduced first. If an employee wishes to end **their** restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date **they** advise the Employer of **their** full availability.

All Part Time Employees shall have the option to change their weekly hours of work up to **four (4)** 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** own request shall be considered to have restricted **their** 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.

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

9.07 Declaration of Availability

Only employees who restrict to **thirty two (32)** or fewer hours per week shall have the option of submitting a **D**eclaration of **A**vailability.

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 **D**eclaration of **A**vailability 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)** 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)** 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**.

9.0**8** Weekday Restriction

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)** 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.**09** Sunday Restriction and Sunday Work

1. Work on Sunday shall be voluntary for employees hired prior to ratification 2013 (April 10, 2013).

2. Sunday work shall be offered according to seniority.

3. Employees hired prior to ratification 2013 (April 10, 2013) shall notify Management at the beginning of each two (2) month period of their availability to work on Sundays.

4. If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required.

5. Notwithstanding the foregoing, it is understood that the Employer may require "Key Personnel" to work on Sundays.

6. For employees hired before ratification of the 1989 Collective Agreement (Oct 8 1989), all work performed on Sunday shall be paid at straight time rates plus a premium of one dollar sixty cents ($1.60) per hour (eighty cents ($.80) for each full half hour worked), except that Service Clerks shall receive a premium of one dollar ($1.00) per hour (fifty cents ($.50) per half hour).

9.**10** Scheduling Agreement

The following Scheduling Rules were agreed to by both parties in Bargaining 2013, and will be implemented for all Cashiers, General Clerks, Bakery Clerks, Service Clerks, Coffee Bar Servers, Pharmacy Assistants and Registered Pharmacy Technicians:

1. Seniority date to be included by employee name on the schedule.

2. Clearly delineate between Grid A, Grid B Daily and Grid B Weekly Seniority.

3. Weekly hours restrictions will be identified on the schedule beside the employee’s name.

4. Students as well as employees who are restricted to 24 hours or less per week and who have submitted a Declaration of Availability will have their time of day/day of week availability shown on the schedule. Sunday and Weekday Restrictions shall also be noted on the schedule.

5. Proper acronyms will be used on the schedule to show why an employee does not have shift. Eg., TAB, RTO, ATO.

6. Management in all departments (including Clerk(s)-In-Charge, Assistant Department Managers) will be identified on the schedule. Note that Assistant Coffee Bar Operators are not key personnel.

7. Clerk(s)-In-Charge and Assistant Department Managers will be scheduled by **their** company seniority date.

8. Employees must be scheduled in correct classification even if working another classification (this applies to employees hired prior to ratification 2013 who are on the transfer program).

9. There shall be no handwritten schedules.

10. All General Clerks to be included on a single work schedule.

11. No reprinting of current week's schedule. Changes made after the schedule is posted are to be written on the schedule and initialed by management or designate.

12. Current week's sickness and call-ins to be indicated on schedule, and initialed by management or designate.

13. Failure to comply with scheduling obligations set forth in this agreement will result in a written warning. Thereafter, subsequent violations in the same store will be met with increasing fines payable to UFCW 1518 set forth below:

    Second Violation: $25
    Third Violation: $50
    Forth Violation: $100
    Fifth and Subsequent Violations: $200

    Where no violation occurs in the same store for a period of twelve (12) months following a written warning or from the date of the last fine, the process begins again starting with a written warning, followed by second, third and fourth, fifth and subsequent violations as noted above. The Union will enforce the fine system reasonably.

14. The parties reserve the right to meet to discuss any anomalies or issues that may arise in the future, and make amendments by mutual agreement.

9.**11** Posting of Schedules

Work schedules will not be used for disciplinary or discriminatory purposes.

Management shall forward the following Memorandum to Store Management personnel, a copy of which shall be posted on the bulletin board in each store:

It is one of the responsibilities of the Store Manager to:

1. Estimate, plan and schedule the work to be done each day, and;

2. Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work eight (8) hours less rest periods. It should be your

objective to establish the employees' schedules so that all work (including clean-up duties) is completed in eight (8) hours.

Please plan and arrange your employee work schedule in accordance with the foregoing. We insist upon strict compliance with this provision, as well as other Sections of the Collective Agreement.

9.**12** Work Schedule

(a) Weekly work schedules for **all** employees shall be posted by **no later than Sunday 6:00 p.m.** three (3) weeks in advance **with that Sunday being the first day of the three (3) week period**.

9.**13** Notice of Change, Work Schedule

An employee's schedule may be changed without notice in the event of absence of other staff 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. The Employer is required to make a reasonable effort to verbally advise individual employees of the changes to their work schedule once it has been posted.

In the case of students, they must be notified on the day before of any change to **their** schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

Service Clerks must be notified the day before of any change to **their** schedule or be given an additional two (2) hours' pay.

It is understood that if a penalty is paid under Section 9.14, then no penalty shall be paid under Section 9.16.

9.**14** Short Notice Call-Ins

All first day, short notice (illness or accident) employee absences shall be filled by the most senior employee(s) not scheduled that day who are not already scheduled for five (5) days in the week of the absence. On second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled by seniority.

It is agreed that in recognition of the Employer's difficulties in re-scheduling on "short notice" illnesses and also the resulting frustrations and disruption suffered by present employees continually having their posted schedules changed, all first-day, short-notice illnesses or accident employee absences of pre-ratification-1997 *(November 23, 1997)* employees shall be filled by pre-ratification-1997 *(November 23, 1997)* employees not scheduled that day, or in the event there are no unscheduled employees. On the second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled as per present practice.

"Short notice" is defined as when an employee notifies the Employer shortly before the beginning of **their** shift that **they** shall not be at work that day as a result of accident,

illness or injury. Short notice also covers any calls that the store receives after 6:00 p.m. the afternoon prior to scheduled shifts that start before noon the following day. This agreement anticipates “short notice” to mean notice given within a few hours of the shift commencing, which would result in the management of the store experiencing extreme difficulties in finding a replacement in the normal method, without changing the schedule.

Basically, “short notice” delineates a time period familiar to the parties and construed to be a day.

9.**15** Minimum Hours

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 **their** services are not required, shall receive two (2) hours' pay. **An employee who is called for work and scheduled for more than eight hours, upon reporting, finds that their services are not required, shall receive four (4) hours pay.**

9.**16** Requested Time Off (R.T.O.)

Employees, requesting and who are granted R.T.O. prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

Requested Time Off (RTO) is not an entitlement, it is a request. RTO language cannot circumvent the intention of fair rotation.

9.**17** Evening Work Rotation

There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision. A late shift will be defined as any shift that ends at 8:00 p.m. or later.

Grid B employees shall be scheduled for evening and weekend shifts where practicable. It is intended that *Grid B employees* shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

9.**18** Shift Differential (Night Premium)

Employees hired prior to ratification of the 1989 Collective Agreement *(October 8, 1989)* who are required to work between the hours of 6:00 p.m. and 8:00 a.m. of the following day shall receive a differential at the rate of one dollar ($1.00) per hour (fifty cents ($.50) for each full half hour worked) in addition to their regular hourly rate. It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to students. This differential does not apply to part-time employees who work less than sixteen (16) hours during that week.

Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

9.**19** Late Closing Schedule (Midnight Stores)

Subject to the operational needs of the store employees scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time.

9.**20** Night Stocking

The following rules shall apply to night stocking:

1. Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.

2. As an alternative to Point (1) above, one (1) 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in Point (4).

3. Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 midnight.

   An employee may, by request, start between 9:00 p.m. and 12:00 midnight and/or 3:00 a.m. and 5:00 a.m., with the understanding that night stocking is defined as any shift that begins between 9:00 p.m. and 5:00 a.m.

4. An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

5. All General Clerks have the ability to opt into night crew rotation. In order to do so they must commit to working a minimum eight (8) week rotation (excluding vacation, Leaves of Absence etc.). These hours are not claimable by more senior General Clerks who do not choose to opt in.

   A more senior General Clerk can change their opting in by providing written notice one (1) week prior to the posting of the schedule. Once a more senior General Clerk opts in, the schedule going forward will reflect this change.

   In the event that not enough General Clerks opt in to serve on night crew, eligible General Clerks will be scheduled on night crew on a rotation basis until the shifts are filled.

   Employees who choose to remain on such shift longer than two (2) months shall notify the Store Manager, in writing, of their intention to do so. Such request shall not be unreasonably withheld.

   The Employer is not required to rotate Key Personnel to night stocking shifts, but all other employees within the classification and all unrestricted *Grid B* employees shall be fairly rotated to the night stocking shift. Employees exempt from this provision are Variety Clerks and Assistant Produce Managers in stores whose volume is greater than four hundred thousand dollars ($400,000.00).

Should problems exist in individual stores regarding the rotation list, the parties can refer the matter to Section 4, Joint Labour/Management Meeting (JLM) Process.

No employee shall be required to return to the night stocking shift until all eligible employees have had a turn.

The Manager, Lead Hand and the Crew shall institute a fair system of scheduling for Night Crews. In the event this should fail, the Union Representative and the Crew shall have the right to file a Grievance under the Collective Bargaining Agreement, "Fair Rotation of Shift" Section.

6. Senior employees whose continuous years of service plus age equals seventy (70), may opt out of Night Stocking Crew.

7. Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate Clerk, Assistant Manager or Management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be one dollar ($1.00) per hour over the employee's regular rate.

The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.

The above shall be subject to emergencies as defined in Section 9.14 of this Agreement.

No Clerk shall be required to work alone on the premises on night shift.

In stores below $400,000 in volume, the Assistant Produce Manager will be included in the night crew rotation.

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 9.18 working a Night Stocking shift as defined in Section 9.20 will be entitled to the Night Stocking premium in lieu of the Shift Differential Premium for the same hours.

9.**21** Meal Periods

Meal Periods shall be one (1) hour unless a lesser time is agreed upon. Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after the commencement of the shift. Part-time employees, at their option, working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

9.**22** Rest Periods

All employees shall have two (2) fifteen- (15) minute rest periods for shifts in excess of six (6) hours, one before, one after the meal period.

Employees whose meal period is scheduled three (3) hours but not more than three and one-half (3 ½) hours after the start of the shift shall have the option of taking their two (2) rest periods after the meal period. Employees shall have the right to opt in or out of this process on a quarterly basis. This option shall be available for shifts that start at 12:00 noon or later.

Employees who work a shift of four (4) hours but not more than six (6) hours shall receive one (1) paid fifteen (15) minute rest period.

Rest periods shall be taken without loss of pay to the employees.

Employees shall have the option of taking a fifteen- (15) minute unpaid rest period either with or separate from an existing fifteen- (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. Employees shall notify their schedule writer of the optional provisions to ensure efficient scheduling.

The Employer will schedule rest periods for Clerk Cashiers on the check-stand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours, on the check-stand. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

Times for Clerk Cashiers meal and rest periods shall be set out by the Employer on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts.

9.**23** Shift Interval

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1 1/2) for time worked prior to the expiry of the ten (10) hour interval. If there is mutual agreement for a period of less than ten (10) hours (but no less than eight (8) hours) between shifts, the employee shall not be entitled to time and a half (1-1/2).

9.**24** Split Shifts

There shall be a daily starting time for each employee. Daily hours of work for *Grid A* full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours notice shall be given to the Employer. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement. Employees daily hours of work shall be consecutive wherever possible, with the exception of meal periods.

9.**25** Consecutive Day Limit

*Grid A f*ull-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.**26** Consecutive Days Off

The Employer shall schedule consecutive days off for all 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 affect 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.**27** Accumulated Paid Time Off (A.T.O.)

The following language only applies to Grid A employees employed prior to the date of ratification [October 20, 2023]:

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, **they** 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.

9.**28** A.T.O. Entitlement

The following language only applies to Grid A employees employed prior to the date of ratification [October 20, 2023]:

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 **they are** entitled to at the time of **their** 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 **they** work or **are** assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that **they are** being prevented from working forty (40) available hours, **they** may request an explanation from the Store Manager concerned. If **they are** 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.

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

9.**29** Personal Time Off (P.T.O.)

The following language only applies to full-time 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.**30** Express Checkouts

Express checkout duties will be rotated so that no Clerk Cashier will be required to serve more than three (3) hours per day in such duties. A premium of time and one half (1 1/2) shall be paid for all hours over three (3) hours per day spent in the express checkout. It shall be the employee's responsibility to notify Management when the three (3) hours are completed. An employee may finish the order in progress without the penalty applying.

9.**31** Time Clocks

The Employer shall provide each store with a time clock in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this Subsection shall be subject to discipline as follows:

- 1st violation
  - one (1) week suspension without pay

- 2nd violation
  - two (2) weeks suspension without pay

- 3rd violation
  - termination of employment.

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the Grievance Procedure.

Any such dispute shall be subject to the Grievance and Arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 17 of this Agreement.

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

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

Where disciplinary action has been taken against a Manager under this section, the Union will, upon request, be advised what action has been taken.

9.**32** For the purpose of computing rates of pay for part-time employees, one hundred seventy-three and one third (173 1/3) hours shall mean one (1) month of service.

9.**33** Credit For Previous Experience

All employees shall be classified according to previous comparable supermarket experience. Previous comparable 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, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months' credit for previous experience.

No previous experience will be considered unless it has been stated by the employee on **their** Application for Employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with Management.) New employees having previous comparable experience may be paid at a lower scale of wage than their claimed experience calls for but not less than the minimum rate established by this Agreement for an evaluation period not to exceed forty-five (45) days from the date of employment, providing that if the employee's services are retained, then after the forty-five (45) day period they shall receive any difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience.

In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a Grievance and the Grievance Procedure provided in this Agreement shall apply. Providing that the Employer has:

i) Provided the employee with the "New Employee" letter provided for in Section 3.02 of this Agreement not later than two (2) weeks from the date of employment, and

ii) Provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section, and

iii) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.

9.**34** Staff Meetings

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

voluntary. Such meal meetings in excess of three (3) during each Contract year shall be considered as time worked and paid for accordingly.

9.**35** Equal Pay for Equal Work

The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

9.**36** Cash Shortages

No employee may be required to make up cash register shortages unless **they are** 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 **they have** exclusive access to **their** cash.

9.**37** 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.

SECTION 10 – Wages and Classifications

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*
Regulated Pharmacy Technician	

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

10.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a regular bi-weekly* payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Upon request, an employee will be given an itemized explanation by the Store Management of the amount(s) shown in the "Premium Pay" and "Flat Adjustment" boxes of the Statement of Earnings and Deductions.

It is agreed that all employees will be paid via Direct Deposit.

*As per Vince Ready's July 16 2014 arbitration ruling on the Bi-Weekly Payroll Issue

10.02 **Grid B Wage Scale**

Post Wage Review (2026) Ratification Grid B Scale

Step	Accumulated Hours Worked	Current	June 7, 2026	June 6, 2027
1	0-1040	$17.85	**$18.25**	**MW**
2	1041-2080	$17.85	**$18.30**	**$18.75**
3	2081-3120	$17.95	**$18.35**	**$18.80**
4	3121-4160	$18.05	**$18.50**	**$18.85**
5	4161-5200	$18.15	**$18.60**	**$19.00**
6	5201-6240	$18.25	**$18.70**	**$19.10**
7	6241-7280	$18.35	**$18.80**	**$19.20**
8	7281-8320	$18.50	**$19.00**	**$19.30**
9	8321-9360	$18.60	**$19.25**	**$19.40**
10	9361-10,400	$18.70	**$19.50**	**$21.00**
11	10,401-11,440	$18.80	**$19.75**	
12	Over 11,441	$21.00	**$21.00**	

A Grid B may be assigned any duties in departments where Clerk Cashiers or General Clerks are scheduled

Grid B employees are scheduled on the classification schedule to which they are assigned.

Grid B employees who become reclassified will maintain their seniority date.

When a Grid B employee is reclassified ***as a Grid A employee*** their "experience hours" will be reset to zero in their new ***Grid A*** classification.

When an employee moves from Grid B to Grid A, they will move to a wage rate in Grid A that is not less than their rate in Grid B.

Transition:

Grid B employees with 2080 hours or less worked as of the date of ratification [October 20, 2023] 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 [October 20, 2023] 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.

Employees will slide across the wage scale with their experience hours and receive the corresponding new rate.

As of June 6, 2027 any employee in step 10 or 11 shall move to $21.00 per hour. As of January 2, 2028 step 10 of the Grid B Wage Scale will move to $21.50 per hour.

<u>Minimum Wage Review:</u> 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 <u>Grid B Off Scale Wage Increases</u>

Current Top Rated or Over-scale Grid B Employees (Excluding Pharmacy Assistants and Registered Pharmacy Technicians) making twenty-one dollars ($21.00) 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 – 2.5% increase

Effective June 6, 2027 – 3.5% 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 [October 20, 2023].

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.

10.04 In-Store Coffee Bars

1. Coffee Bars **are a** separate department.

2. **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.

3. Coffee Bar employees will progress up the **Grid B** wages scale listed in this Collective Agreement under Section 10.02.

4. 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.

5. There shall be one (1) "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.**

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 **Operator**.

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

10.05 Grid A Off Scale Wage Increases

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 – 2.5% increase

Effective June 6, 2027 – 3.5% 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 [October 20, 2023].

10.06 Grid A Wage Scale for General Clerk and Clerk Cashier Classifications

Accumulated Hours Worked	F/T	P/T
0 to 520	$16.75	$16.75
521 to 1040	$16.75	$16.75
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 [October 20, 2023] 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.**

10.07 General Clerks

- to perform any duties assigned in the store, except as provided in this Section:.

Shall not be reduced in classification when assigned to duties listed under other classifications.

The Employer agrees not to assign General Clerks to perform checkstand duties but both parties recognize that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.

- Unscheduled absences of staff.

- Due to business emergencies.

Business emergencies are defined as unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under the Labour Code.

10.08 Clerk Cashiers

- duties restricted to following:

A. Checkstand duties.

B. Price changes, but not to include case lots, floor displays or end displays.

C. Office work.

D. Stocking in the checkstand area.

E. Cleaning and housekeeping duties relating to checkstand, or bakery counter.

F. Bakery Counter Duties

A Bakery operation succeeds where the employees work together to produce and display bakery products in as efficient a manner as possible, given this has to be a team concept.

Generally speaking, the items listed on the attached are performed by the Bakery Counter employees. Obviously, if the counter person is not available, another person must fill in, i.e., answering the telephone, dealing with a customer, filling an empty case or shelf, etc. Bakery production employees do perform these functions on an “as needed” basis. The same is true when a Baker or Decorator is not available to “write” a name on a cake, slice bread or overwrap product--the work is done by the other classification.

It should also be noted that Bakery Management may perform functions on the sales floor to assist in the merchandising of Bakery Department products.

Overall, the Bakers make the product and the Bakery Counter employees properly display the products and assist the customers as part of that function.

Duties of Bakery Counter Person to include:

1. Answering telephone, taking telephone orders and answering inquiries, etc., co-ordinating orders and timing upon consultation with Bakers.

2. Waiting on customers and regular customer-service type functions.

3. Pricing and labeling (where required) and filling the items for cream case, lay down ditch, bins, wall displays, racks and display tables (for production and/or purchased goods).

4. Putting up and taking down ads each week.

5. Reducing and/or repackaging product each evening and/or morning as required.

6. Cleaning of cases, tables, counters, displays and trays, etc. pertaining to bakery sales.

7. Wrapping and slicing of Bakery products to facilitate customer service within the Bakery department.

8. Obtaining supplies for Bakery Sales area.

G. Bulk foods (but not to include stocking).

H. File maintenance duties.

It is agreed that General Clerks currently performing file maintenance duties shall be "red circled" and that when the current General Clerks are replaced, they shall be replaced by Clerk Cashiers.

I. Stocking repacks.

J. Facing in the centre of the store.

K. Stocking HABA.

This work shall be done by seniority, and applies only to hours not scheduled.

Clerk Cashiers who perform duties other than those listed under the Clerk Cashier classification shall be paid at the General Clerk rate for all such time so spent.

10.09 Off-Till Duties

The following language only applies to employees who held off-till duties as of the date of ratification [October 20, 2023]. 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.

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

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 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.

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.

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. The Cashier will be required to fill out a Step-Down Form.

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.

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.

Effective the date of ratification [October 20, 2023], 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** a variable duty.

Variable Duties **For Employees Hired Prior to Ratification [October 20, 2023]**

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 exampled 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.

10.10 General Clerk and Clerk Cashier Transferability

Clerk Cashiers wishing to transfer to General Clerks or General Clerks wishing to transfer to Clerk Cashier may do so in accordance with the following procedures:

A. Clerk Cashiers or General Clerks shall make application for such transfer on a form supplied by the Employer upon request.

B. All Clerk Cashiers and General Clerks shall be advised of the details of the program and their rights and obligations under same.

C. Any employee who makes application for the program within the first thirty (30) days after the details have been circulated shall be eligible to receive General Clerk or Clerk Cashier hours, as they become available, in accordance with **their** seniority.

D. Employees making application after this period shall become eligible for the program in order of their date of application. Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.

E. Applicants must be prepared to perform the duties of their new classification.

F. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in their new classification.

G. There will be a training period of two hundred forty (240) hours of actual work within an eight (8) week period to decide:

1. If the employee wants the work, and

2. If the employee can perform the work. (Such determination to be subject to the Grievance Procedure.)

If it appears that the training period should be adjusted in any individual case, the Union and the Employer shall meet to consider the merits of the particular situation. The training period may then be lengthened or shortened by mutual agreement between the Employer and the Union.

If the employee wishes to opt out of the program during the training period, **they** may do so at any time.

If, prior to the expiration of the training program, the Employer claims that the employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

Clerk Cashiers or General Clerks shall not be able to exercise their seniority in claiming these hours as they are hours made available for the purpose of training and evaluation.

If either Section 10.10 (G) (1) or Section 10.10 (G) (2) are negative, the employee would return to **their** former Clerk Cashier status.

H. Employees, except students, who are being paid the General Clerk or Clerk Cashier rate for all hours worked on the date of the new application would have first option on available hours except as set out in Section 10.10 (G) above.

I. Clerks on the program receiving the new classification hours must relinquish a corresponding number of hours in the other original classification. They may claim available hours only in the new category until **they** receive forty (40) hours per week in the new category.

Similarly, if there is a reduction in the number of new classification hours available to such employee, **they** may exercise **their** seniority in claiming a corresponding number of hours in the original classification.

When full-time hours have been achieved by the employee transferring into the new classification in accordance with the above procedure, seniority shall govern

in all decisions involving preference in available hours or layoffs subject to Section 8.04.

The foregoing shall not impair an employee's seniority for the purpose of vacation scheduling.

J. Employees involved in the transfer program at any stage will not be subject to the provisions of Section 10.08 of the Collective Agreement regarding maintenance of rate.

K. Transfers shall take place in employee's store only. However, if there is more than one (1) Cashier or Clerk in a store waiting to transfer to other classification and another store in the area is going to hire a new Clerk then, if one (1) of the Cashiers or Clerks wishes to transfer to that store, the parties will meet to discuss the practicality of the transfer.

L. An employee transferring from Clerk Cashier to General Clerk hours shall be paid for such hours at the next highest rate on the General Clerk's progression scale for the duration of the training period. Such rate is to be increased to the nine (9) month General Clerk's rate upon completion of the training period. Normal progression increases shall follow in accordance with number of hours worked. If an employee has previously worked regularly at the General Clerk's rate for all or part of their hours, **they** shall receive the top General Clerk's rate or the rate applicable in accordance with their hours. They shall not, in any case, receive less than the General Clerk rate that is next higher to their Clerk Cashier rate.

M. Should an employee who transferred into the new classification face layoffs within twenty-seven (27) months from the time **they** started under the program, **they** shall be able to exercise **their** seniority in the old classification.

An employee may revert to the former classification after having made a choice under Section 10.10 on the same basis as proceeding to General Clerk or Clerk Cashier. The wage rate would then be changed to the applicable rate in the new classification.

Transfer from one classification to another and back can only occur once per individual.

10.11 Retail Bakers

Current Top Rated or Over-scale Retail Bakers Hired Prior to October 20, 2023 and Top Rated or Over-scale Grid B Skilled Bakers Hired After October 20, 2023 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 – 2.5% increase

Effective June 6, 2027 – 3.5% 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 [October 20, 2023].

Accumulated Hours Worked	F/T	P/T
0 - 6 months	$16.75	$16.75
6 - 12 months	$16.75	$16.75
12 - 15 months	$16.75	$17.62
15 - 18 months	$17.59	$18.79
18 - 21 months	$18.69	$19.95
21 - 24 months	$19.78	$21.12
Over 24 months	$24.95	$26.44
Department Manager	$29.13	$30.37

BAKERS SCALE (HIRED **PRIOR TO OCTOBER 20, 2023**)

Apprentices		
First 6 months	65%	All-Around Baker Rate
Second 6 months	70%	All-Around Baker Rate
Third 6 months	75%	All-Around Baker Rate
Fourth 6 months	80%	All-Around Baker Rate
Fifth 6 months	85%	All-Around Baker Rate
Sixth 6 months	90%	All-Around Baker Rate
Over 36 months		Appropriate Journeyperson Rate

A. Credit for Previous Experience. New hire Journeyperson Bakers will start at ninety percent (90%) of the top Baker rate for the first six (6) months. After six (6) months, the new hire Journeyperson Baker shall proceed to the top rate.

B. New, inexperienced employees will start at ten percent (10%) less than the highest rate for the first thirty (30) days and five percent (5%) less for another thirty (30) days, the top rate to apply thereafter except in cases of reclassification.

C. Jobbers shall receive ten cents ($.10) per hour over and above the rate as set out under their classification for the actual number of hours worked, in each case up to three (3) days in a week. When employed four (4) or more days in any one (1) week, wages shall revert to the daily scale, being one fifth (1/5) of the weekly wages established in this Agreement. The regularly scheduled hours on any one (1) day shall constitute a day's work for the Jobber.

Jobbers shall be guaranteed at least four (4) hours' work in any one (1) day or be paid four (4) hours' pay in lieu thereof whenever they are called in to work by the Employer.

E. All *Grid A* full-time employees shall be guaranteed not less than forty (40) hours' pay per week unless absent due to **their** own cause.

F. It is agreed that the wrapping, boxing and slicing of product may be performed either by the Bakery Production staff or the Clerks employed at the Bakery sales counter. The Bakery Counter Clerks shall also be permitted to write names on cakes if Bakery Production staff is not available. The Bakery Counter Clerks shall not perform these duties to the extent that Bakery Production Workers will be replaced.

G. The Employer shall have the right to employ one (1) indentured Apprentice up to each five (5) Journeymen Bakers (including the working Foreman) employed in the Bakery and one (1) additional indentured Apprentice for each additional five (5) Journeymen or fraction thereof; provided, however, that if the number of Journeymen Bakers (including the working Foreman) employed reaches the total of sixteen (16), the Employer may employ two (2) additional Apprentices, making a total of six (6) in all. The probationary period for indentured Apprentices shall be three (3) months.

H. The Bakery Merchandising Manager will not perform work covered by this Agreement in excess of two (2) hours per day, except in cases of genuine emergency.

I. It is understood and agreed that the working Manager may perform or assist in the performance of any task or duty in the Bakery Manufacturing Department.

J. It is understood and agreed that there will be complete flexibility of staff within the Bakery (unless specific restrictions are agreed upon, as in the case of the Student Helper Clean-Up Person) and any Baker may be assigned duties in any area of the Bakery Manufacturing Department.

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

L. Paid time off accumulated for the period from June 15 to September 15 in any year may be deferred until January 1 of the following year and then given to the employee in consecutive days off all at one time. The foregoing is intended to alleviate the shortage of available help during the period when employees normally take annual vacations.

Grid B Skilled Bakers – hired AFTER October 20, 2023

Accumulated Hours Worked	**June 7, 2026**
0 - 520 hours	**$18.50**
521-1040 hours	**$19.25**
1041-1560 hours	**$20.50**
1561 – 2080 hours	**$21.00**

2081 – 2600 hours	**$21.50**
2601 – 3120 hours	**$22.00**
3121 - 3640 hours	**$22.50**
3641 - 4160 hours	**$23.80**
Over 4160 hours	**$26.44**

Credit for Previous Experience for Grid B Skilled Bakers Hired after October 20, 2023: Employees who have been out of the industry for less than one (1) year will receive credit for half (½) of their previous experience, to a maximum of two thousand and eighty-one (2,081) hours. Employees who have been out of the industry for one (1) year or more will receive credit for half (½) of their previous experience to a maximum of one thousand and forty one (1,041) hours.

When the Employer determines the need for a Grid B Skilled Baker and there is an internal applicant, that applicant must have successfully completed the Company's Baker test to be promoted to the Grid B Skilled Bakers scale and will receive two thousand and eighty-one (2,081) hours credit.

Newly hired Journeyperson Bakers shall receive a credit of three thousand six hundred and forty-one (3,641) experience hours and be placed on the Grid B Skilled Bakers scale upon verification of appropriate certification and qualifying industry experience submitted at the time of their employment application.

10.12 Pharmacy Assistants

Pharmacy Assistants Hired Prior to the Date of Ratification [October 20, 2023]

Current Pharmacy Assistants (Grid A and Grid B) at top rate or over scale at the time of the payment shall receive the following off scale increases:

Effective June 7, 2026 – one dollar ($1.00) per hour increase
Effective June 6, 2027 – sixty cents (60¢) per hour increase

Steps	Hours	Current	June 7, 2026	June 6, 2027
1	0 to 520	$19.00	**$20.00**	**$20.00**
2	521 to 1040	$19.25	**$20.25**	**$20.25**
3	1041 to 1560	$19.50	**$20.50**	**$20.50**
4	1561 to 2080	$19.75	**$20.75**	**$20.75**
5	2081 to 2600	$20.00	**$21.00**	**$21.00**
6	2601 to 3120	$20.50	**$21.50**	**$21.50**
7	3121 to 3640	$21.50	**$22.50**	**$22.50**
8	3641 to 4160	$22.00	**$23.00**	**$23.00**
9	4161 to 4680	$22.50	**$23.50**	**$23.50**
10	Over 4680	$23.00	**$24.00**	**$24.60**

Transition:
Non top-rated employees will move to the new rate based on their accumulated hours worked on this scale.

Pharmacy Assistants hired prior to ratification [October 20, 2023] 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 [October 20, 2023] at a wage rate above nineteen ($19) dollars per hour shall receive a two dollars ($2) per hour off scale wage increase effective SFR [October 22, 2023] and will move to the next highest rate after working 1040 hours on the new Pharmacy Assistant scale.

Effective SFR [October 22, 2023], 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 [October 20, 2023]. 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 [October 20, 2023] 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 – one dollar ($1.00) per hour increase

Effective June 6, 2027 – sixty cents (60¢) per hour increase

Pharmacy Assistants Hired After the Date of Ratification [October 20, 2023]: Pharmacy Assistants hired after the date of ratification will have Grid B economic terms and benefits and be placed on the following scale.

Steps	Hours	Current	June 7, 2026	June 6, 2027
1	0 to 520	$19.00	**$20.00**	**$20.00**
2	521 to 1040	$19.25	**$20.25**	**$20.25**
3	1041 to 1560	$19.50	**$20.50**	**$20.50**
4	1561 to 2080	$19.75	**$20.75**	**$20.75**
5	2081 to 2600	$20.00	**$21.00**	**$21.00**
6	2601 to 3120	$20.50	**$21.50**	**$21.50**
7	3121 to 3640	$21.50	**$22.50**	**$22.50**

8	3641 to 4160	$22.00	**$23.00**	**$23.00**
9	4161 to 4680	$22.50	**$23.50**	**$23.50**
10	Over 4680	$23.00	**$24.00**	**$24.60**

10.13 **Registered** Pharmacy Technicians

Over Scaled Registered Pharmacy Technicians at the time of the payment shall receive the following off scale increases or the new top rate of the scale, whichever is greater:

Effective June 7, 2026 – two dollar ($2.00) per hour increase
Effective June 6, 2027 – sixty cents (60¢) per hour increase

Steps	Accumulated Work Hours	Current	June 7, 2026	June 6, 2027
1	0 to 520	$24.50	**$28.00**	**$28.50**
2	521 to 1040	$25.00	**$28.50**	**$29.00**
3	1041 to 1560	$25.50	**$29.00**	**$29.50**
4	1561 to 2080	$26.00	**$29.50**	**$30.00**
5	2081 to 2600	$26.50	**$30.00**	**$30.50**
6	2601 to 3120	$27.00	**$30.50**	**$31.00**
7	3121 to 3640	$27.50	**$31.00**	**$31.50**
8	3641 to 4160	$28.00	**$31.50**	**$32.00**
9	4161 to 4680	$28.50	**$32.00**	**$32.50**
10	4681 to 5200	$29.00	**$32.50**	**$33.00**
11	5201 to 5720	$29.50	**$33.00**	**$33.50**
12	Over 5721	$31.50	**$33.50**	**$34.10**

Transition:

Employees move to the new rate of their current step and have to work 1040 hours to move to the next step.

Registered Pharmacy Technicians hired prior to ratification [October 20, 2023] shall receive a two dollar ($2.00) per hour off scale wage increase effective SFR [October 22, 2023] 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 [October 20, 2023]. 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 [October 20, 2023] 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, withing 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 twenty three dollars ($23.00) per hour 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

Active Service Clerks who were on the payroll of the Company as of the date of ratification [October 20, 2023] 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 – 2.5% increase

Effective June 6, 2027 – 3.5% 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 [October 20, 2023].

Service Clerk Seniority

Service Clerk classification will only be open to those employees hired prior to the date of ratification [October 20, 2023] 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).

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.

10.15 Service Clerk Transferability

The following are the terms of transfer for Service Clerks:

1. A written application for transfer into another classification is required.

2. Applicants will be considered for transfer in their own store based on seniority and ability. Prior to a "junior" Service Clerk being accepted for the transfer program, more "senior" Service Clerks will be canvassed for the transfer program. If a more senior Service Clerk is on an approved leave they will be deemed to have made application.

3. In addition to the demonstrated ability as a Service Clerk, the ability to pass the pre-employment test will be required before being trained for the transfer.

4. Seniority and pay for work in the new classification will commence on the first scheduled day worked in the new classification. Those transferring to the Clerk Cashier classification will have seniority from first day of Cashier Training school with all hours spent in the Cashier Training school being paid at the Service Clerk rate of pay.

5. Seniority in the Service Clerk classification will be maintained for the duration of the transfer program.

6. During the transfer program, hours are scheduled first in the new classification and then "topped up" with scheduled hours from the Service Clerk classification in accordance with classification seniority.

7. As per Section **9.33** of the Collective Agreement, credit for previous experience will be five hundred and twenty (520) hours for Service Clerks with more than one (1) year of service. Service Clerks with less than one (1) year of service will receive no credit for experience. Rates of pay in the new classification will be set accordingly.

8. Entitlement to hours in the Service Clerk classification ceases and the Service Clerk transfer program is deemed complete when:

   A) a Service Clerk with a thirteen (13) week average of less than twenty-four (24) hours prior to the transfer program works the same average for thirteen (13) weeks in the new classification or,

B) a Service Clerk with a thirteen (13) week average of more than twenty-four (24) hours prior to the transfer program works an average of twenty-four (24) hours or more for thirteen (13) weeks in the new classification.

Example A:
A Service Clerk with a fourteen (14) hour average will be scheduled available hours in the new classification first and then may use their seniority in the Service Clerk classification to be scheduled or "topped up" hours. This could mean they would receive ten (10) Clerk Cashier hours and thirty (30) Service Clerk hours. In this case, the fourteen (14) hour average is used as the benchmark to establish the hours on a thirteen (13) week average basis that a Service Clerk would need in the Clerk Cashier classification to make the final break into that new classification.

Example B:
A Service Clerk with forty (40) hour average will be scheduled available hours in the new classification first and then may use their seniority in the Service Clerk classification to be scheduled or "topped up" hours. This could mean they would receive twenty-eight (28) General Clerk hours and twelve (12) Service Clerk hours. In this case, twenty-four (24) hours is used as the benchmark to establish the hours on a thirteen (13) week average basis that a Service Clerk would need in the General Clerk classification to make the final break into that new classification.

9. The agreed to understanding between the parties is that Service Clerks on the transfer program are not to perform relief work in the new classification(s). If a Service Clerk is to work in the new classification, that work must be scheduled and be a minimum shift of four (4) hours. They are not to be used for covering coffee breaks, busy periods or sickness in the new classification unless they can be scheduled for a minimum shift of four (4) hours in accordance with their classification seniority.

10. Service Clerks on the transfer program will be subject to a sixty (60) day probationary period. If within the sixty (60) day probationary period it is determined that the Service Clerk cannot perform the duties required, they shall have the right to return to the Service Clerk classification with full seniority. If the Service Clerk wishes to opt out of the transfer program prior to the transfer being completed, they will be returned to the Service Clerk classification with full seniority.

11. Service Clerks on the transfer program are not entitled to benefit coverage beyond what was established prior to the transfer program.

12. It is understood the parties shall meet on a regular basis, or when needed, to discuss and resolve any problems that may arise due to the implementation of this letter.

10.16 Transfers

All travelling time connected with the employee's job, except going to and returning home from work, shall be paid for.

A. Temporary: When an employee is transferred or moves to another store during **their** work shift, **they** shall be paid for all time spent en route from one store to the other and will be paid either the bus fare or its equivalent if **they have** a car. When an employee is transferred or moves to a store outside of the area covered by this Agreement at the Employer's request, **they** shall receive mileage in accordance with the Company's travel policy and a time allowance (at straight-time rates). The policy rate for mileage at ratification is forty-eight cents ($0.4*8*) per kilometre and is reviewed on a regular basis. For the Lower Mainland and Vancouver Island areas the mileage and permitted time as an allowance are agreed to be as follows:

Lower Mainland

Vancouver - Chilliwack

- 120 miles return - 2 hours per day

Vancouver – Langley

- 50 miles return - 1 hour per day

It is understood the above time is an allowance only and the employee would be required to work the workday scheduled.

B. Permanent: When an employee is transferred outside the Contract Area at the Employer's request, the employee shall be paid at straight time rates for all time necessarily spent travelling, provided:

1. The employee shall not be paid travel time for meal or overnight stops,

2. The employee shall proceed to his destination with all reasonable dispatch,

3. The method of transportation shall be selected by the Employer.

If it is decided the employee will use **their** private car, **they** shall receive mileage to his or new location in accordance with the Company's travel policy. The policy rate for mileage at ratification is forty-eight cents ($0.*48*) per kilometer and is reviewed on a regular basis. If it is decided that the employee will travel by bus, train or plane, then actual cost of the fare will be paid by the Employer. Economy airfare will be paid.

The employee will be reimbursed for reasonable and normal expenses for meals and lodging en route to **their** new destination.

Reasonable and normal expenses will be paid in connection with meals and lodging while obtaining permanent accommodation at the new location. Such expenses will be paid up to a maximum of two (2) weeks from the date of arrival.

10.17 Cost of Living Clause

Commencing in April, 2004**,** the Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index

(CPI)* over the past year. The determination (CPI increase) will be based on a comparison of the March 2004 B.C. CPI to the March 2003 B.C. CPI.

If the CPI increase exceeds three percent (3%) then the Employer shall pay employees at top rate in Grid B, Service Clerk, Pharmacy Technician and Specialty Department classifications one-half cent ($0.005) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). In all other classifications, the Employer shall pay employees at top rate of their classification one cent ($0.01) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

The above calculation shall also be made in April, 2005; April, 2006; April, 2007; April, 2008, as follows:

Calculation Date	CPI Increase Comparison	Hours Paid Calculation
April, 2005	March, 2005 vs. March, 2004	52 weeks prior to March 27, 2005
April, 2006	March, 2006 vs. March, 2005	52 weeks prior to April 2, 2006
April, 2007	March, 2007 vs. March, 2006	52 week prior to April 1, 2007
April, 2008	March, 2008 vs. March, 2007	52 week prior to March 30, 2008

*B.C. CPI as supplied by Statistics Canada

Example for April, 2005:

1.	March, 2005: B.C. CPI.	=	154.8
2.	March, 2004 : B.C. CPI.	=	140.7
3.	154.8 divided by 140.7	=	10.0213% increase in B.C. CPI
4.	10.0213% minus 3%	=	7.0213%
5.	7.0213% divided by .3333	=	$0.2107 per hour paid
6.	2080 hours paid** times $0.2107	=	$438.26

**Hours paid in the 52 weeks prior to March 27, 2005.

SCHEDULE OF HOURS FOR DETERMINING RATE INCREASES FOR

PART-TIME AND FULL-TIME* EMPLOYEES

173 1/3 hours	-	1 month	1,733 1/3 hours	-	10 months
346 2/3 hours	-	2 months	1,906 2/3 hours	-	11 months
520 hours	-	3 months	2,080 hours	-	12 months
693 1/3 hours	-	4 months	2,253 1/3 hours	-	13 months
866 2/3 hours	-	5 months	2,426 2/3 hours	-	14 months
1,040 hours	-	6 months	2,600 hours	-	15 months
1,213 1/3 hours	-	7 months	2,773 1/3 hours	-	16 months
1,386 2/3 hours	-	8 months	2,946 2/3 hours	-	17 months
1,560 hours	-	9 months	3,120 hours	-	18 months

*IN THE ACCUMULATION OF HOURS BY FULL-TIME EMPLOYEES FOR RATE INCREASES, HOURS TAKEN ON A.T.O. WILL BE ADDED TO HOURS ACTUALLY WORKED.

The parties agree that Section 10.01 does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time and as mutually agreeable between the Employer and the Union.

10.18 Retroactivity

All top-rated and over-scale employees shall receive retroactive pay as outlined above from June 7, 2026 until date of ratification and shall be paid to all employees within thirty (30) calendar days of the date of ratification.

SECTION 11 – Vacations

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, 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 **they were** an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following **their** discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, **their** 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, **their** 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 The following language applies to Grid A employees (including Service Clerks):

A) A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Employer within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost 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 considered as time worked.

The following vacation schedule shall apply:

- Employees with one (1) year of service but less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation with pay annually.

- Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.

- Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.

- Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.

- Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation with pay annually.

- Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation with pay annually.

Vacation pay for vacation provided in Section 11.02 (A) shall be computed on the basis of forty (40) hours' pay or one fifty-second (1/52) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

"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 **they were** an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following **their** discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, **their** services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

B) Should an employee fail to meet the one thousand four hundred and fifty (1,450) hour test or the one thousand seven hundred (1,700) hour test for vacation eligibility because of the L.O.A. provisions in the Collective Agreement (i.e. T.A.B., Education Leave, One Year Leave, etc.), the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

Effective January 3, 1988, the percentage (%) vacation pay in Sections 11.02 (B), 11.02 (A), 11.02 (E), 11.02 (F) and 11.04 shall be computed on the basis of one fifty-second (1/52) for each week of entitlement, excluding the annual Sick Leave payout.

(Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Section 11.02 (A)

C) Vacation Bridge: The Employer agrees to extend the vacation bridge for Maternity Leave taken prior to the vacation bridge provision coming into effect in 1993. Changes to vacation entitlement shall be applied to vacation time off beginning in *2009.*

Applications made after December 31, 2008 will be considered and the vacation entitlement, if revised, will be applied to the following year after the application is made.

D) Where an employee has worked throughout a calendar year for the same Employer, but for less than one thousand seven hundred (1,700) hours of that calendar year so that **they have** not earned an annual holiday, and where **their** employment with the Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that **they have** not earned an annual holiday, an amount equal to two fifty-seconds (2/52's) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee in one of two ways, either

1. Not later than March 15 covering the period ending December 31 of the previous year, or
2. Within two (2) weeks of the employee's anniversary date for the previous work year.

Choice of either of the above alternatives will be made by the Employer and all employees of the Employer covered under this Section shall be paid in a like manner. The Employer will inform the Union of the method to be used.

E) Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years, but who do not

otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify to three fifty-seconds (3/52's) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled each year in which they qualify to four fifty-seconds (4/52's) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

F) Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, 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.

Earned vacation pay shall mean vacation earned in accordance with Sections 11.02 and 11.02 (A) prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than two fifty-seconds (2/52's) of earnings for vacations earned plus two fifty-seconds (2/52's) of earnings for any period since the employee's last anniversary date and date of termination.

G) Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year, but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks' vacation without pay. It is understood that such employees must advise the Employer by February 1 if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 13.

H) 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.

I) 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.

11.03 Vacation Scheduling

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 **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 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.

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

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 31st 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 two (2)** week**s** 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)** week**s** 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.

- 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 - **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 (**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 **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 **they** 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.

11.04 Vacation Maintenance

A) Vacation entitlement is to be maintained for *Grid A* full-time or *Grid A* part-time employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of five fifty-seconds (5/52's). Time off entitlement will be in accordance with the percentage entitlement.

The following applies to all employees:

B) Maternity Leave shall count for vacation purposes. Leaves of Absence for Union business relating to conventions and, in the case of work in the Union office, shall count for the purposes of vacations for a period of twelve (12) months.

C) If an employee is transferred from one Contract Area to another in British Columbia, then the employee's vacation entitlement as defined in this Section, shall be transferable.

SECTION 12 – Leaves of Absence

12.01 Jury and Witness Duty Pay

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 Contract.

An employee's day(s) off will not be altered to circumvent the foregoing.

12.02 Funeral and Bereavement Leave

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

In the event of death of a **sibling, parent-in-law**, **sibling-in-law, grandparent,** 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**, 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, **parent** also includes step-**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.

12.03 Military Leave

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will, upon two (2) weeks notice where possible, be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

12.04 Leave of Absence *Provisions*

A) Except as otherwise indicated in the Collective Agreement, applications for Leaves of Absence without pay will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Leaves of Absence shall not be unreasonably withheld.

B) The Union will agree to the Employer's policy regarding the administration of this Leave of Absence provision. The Employer's policy reads as follows: "All employees are entitled to apply for a leave of absence of up to six (6) weeks in duration once per calendar year. Approval of the leave request and the length of the leave will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store."

The Employer and the Union agree that employees who are granted leave under this provision shall accumulate seniority.

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

12.05 Upon three (3) months' notice all employees shall be entitled to a one (1) year unpaid Leave of Absence after four (4) years of continuous service. Employees on such a Leave of Absence shall accumulate seniority.

A) This leave of absence is for one (1) year only.

B) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manger one (1) month's notice in writing of their early return to work date.

C) This leave of absence is only available once during an employee's career with the Employer.

D) While on this leave of absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)

12.06 Educational Leave

Employees with **two (2)** 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.

The following terms and conditions shall apply to such Leaves:

A) One (1) employee per store at any one time shall be eligible for Educational Leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to Educational Leave.

B) Written application for the Leave shall be coordinated through the Human Resources Department. Notification of the person going on Leave shall be provided to the store, Union and employee involved.

C) Seniority shall be the determining factor in scheduling the Leave.

D) Such Leave will be granted on a onetime only basis per employee.

E) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.

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

G) It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.

H) The period of time off will not count towards time worked for vacation entitlement.

I) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

12.07 Take-A-Break Leave of Absence

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

A) Application for such leaves shall be in writing. The Employer has provided the Store Manager with the responsibility to approve or deny requests for Take-A-Break leaves in accordance with this section**.** Such requests will be considered with all other sections of the Collective Bargaining Agreement.

B) Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.

C) The Employer shall maintain Health and Welfare coverage for Grid A full-time employees during Take-A-Break up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

D) Scheduled vacation time shall take precedence over the granting of Take-A-Break Leave of Absence.

E) The Employer and the Union agree that employees on a "Take-A-Break Leave" shall accumulate seniority.

F) It is also agreed that employees may take single or multiple day Take-A-Break leave (i.e., less than one [1] week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic work week by one day. *Effective October 10, 2014, e*mployees who are eligible for Take-A-Break (TAB) Leave of Absence under *this Section* are eligible to apply to use up to a maximum of fifteen (15) days per year as single day TAB days.

G) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month's notice of their early return to work date.

12.08 Self-Pay of Pre-Leave Benefits

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. **E**mployees 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

The Union and the Employer agree that eligible employees may pyramid leaves to a maximum of **twenty-four (24) months**. There is no requirement to return to work between leaves.

12.10 Pregnancy Leave

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 thirteen (13)** weeks prior to the expected delivery date and **no later than** the actual **birth** date **and ends no later than seventeen (17) weeks after the leave begins**. The employee may choose to delay the commencement of **their** pregnancy leave, provided **they are** medically fit to perform the full range of duties of **their** 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 **seventeen (17)** consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, **they are** unable to return to work when **their** 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

1. An employee who requests parental leave under this section is entitled to:

   a) for a birth **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** (**61**) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 12.10.

   b) for a birth **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** (**62**) weeks of unpaid leave beginning after the child's birth and within **seventy-eight** (**78**) weeks after that event

   c) for an adopting parent – up to **sixty-two** (**62**) weeks of unpaid leave

beginning within **seventy-eight** (**78**) 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*.

12.12 Paternity or Co-Parental Leave

An employee about to become a father or co-parent 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 the adoption of a pre-school child or children. The employee may use A.T.O.'s or one (1) week's vacation at their option.

12.13 Unpaid Extended Parental Leave

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

12.14 It is agreed that employees who are on a leave of absence of less than one (1) year, and have returned to work prior to this Agreement, shall not have their seniority frozen.

It is agreed that the Employer shall adjust, where possible, seniority dates for those employees who were granted a leave for less than one (1) year and had their seniority dates frozen, as these dates are brought forward to the Employer's or Union's attention. It is agreed no monetary claim shall exist for any time period prior to the date the error is raised by either party. Those employees who were granted a one (1) year leave prior to Date of Ratification 2003 but came back early will be treated as set out in Section 8.12 (d) of the 1997 – 2003 Collective Bargaining Agreement.

The parties agree to meet and resolve any difficulties that arise out of this agreement.

SECTION 13 – Health and Welfare Plan

Note: Health and Welfare benefits and eligibility requirements for the Grid B Benefit Package shall be determined by the Trustees of the Joint Health and Welfare Benefit Trust.

13.01 Grid B Benefit Package and Contributions

This language in Section 13.01 applies to Grid B employees:

A) Benefit Contributions

1. Dental and Extended Health Benefits
   - The Employer shall provide Dental and EHB benefits with contributions set at thirty-eight cents ($0.38) per hour effective the first Employer fiscal period after ratification 2013 (date of ratification is April 10, 2013).

2. Medical Services Plan (MSP), Weekly Indemnity (WI), Long Term Disability (LTD); Life Insurance; and/or Accidental Death & Dismemberment (AD&D).
   - Effective Sunday after ratification 2013 (April 14, 2013) the Employer shall contribute thirty cents ($0.30) per hour worked for the purposes of providing one or a combination of the above benefits.

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

4. The Employer and Union Trustees shall oversee the implementation of the above benefits. Should the Trustees implement Provincial Medical, it shall be administered by the Employer. The Employer and Union can mutually agree to enhance some benefits in point 2 above prior to 2018, provided that any costs above the stated Employer contributions are funded by employee contributions.

5. The Employer and Union Trustees shall be responsible to establish eligibility and qualification requirements for the above plan(s).

B) Direct Pay Prescription Card

Effective January 1, 2014 (if the provider's system conversion is delayed, implementation date will need to be delayed) the Employer agrees to provide a direct pay prescription drug card for use in Pharmacies operated by Sobeys West Inc. (Safeway Operations). (If the employee chooses to get their prescription filled at a non-Safeway pharmacy, they must submit their claim on the approved paper forms.) For employees who work in single store bargaining units with no Pharmacies, the paper claim option will be the only option available.

(All prescriptions reimbursements will be at the low cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by Pacific Blue Cross the brand drug will be reimbursed.)

13.02 Grid A Health & Welfare Plan

The following applies to Grid A employees (including Service Clerks):

The cost of benefits listed in this Collective Agreement provided to Grid A employees, including Service Clerks (except students) shall be paid one hundred percent (100%) by the Employer.

A) The Employer shall also make available to Grid A employees (including Service Clerks) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. For the purposes of entitlement and disentitlement, the hours' tests set out above will apply, but will be based on twenty-four (24) hours.

- Medical Services Plan (M.S.P.)

- Extended Health Benefit (E.H.B.)

- Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P)

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

B) B.C. Medical Services Plan (MSP)

The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar ($25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health benefits shall be made available to employees who are covered under their spouses' B.C. Medical Services Plan or similar coverage, provided the employee is otherwise eligible.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their spouse and children covered under the B.C. Medical Services Plan unless the spouse is covered separately.

C) Hearing, Eyeglasses and Prescription (HEP)

The Plan shall provide the following benefits to eligible employees:

1. Prepaid Drug Plan with no deductible.

2. Eyeglasses, lenses and frames, to a maximum of three hundred dollars ($300.00) per person every two (2) years. Maximum for dependents under age nineteen (19) shall be three hundred dollars ($300.00) each year (effective August 18, 2008).

3. Hearing aids to a maximum of three hundred fifty dollars ($350.00) per person once every four (4) years.

4. It is understood all employees' dependents shall be covered by this Plan. Eligible dependents shall be spouse and a covered employee's unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

5. Direct Pay Prescription Card - Effective January 1, 2014 (if the provider's system conversion is delayed, implementation date will need to be delayed) the Employer agrees to provide a direct pay prescription drug card for use in Pharmacies operated by Sobeys West Inc. (Safeway Operations). (If the employee chooses to get their prescription filled at a non-Safeway pharmacy, they must submit their claim on the approved paper forms.) For employees who work in single store bargaining units with no Pharmacies, the paper claim option will be the only option available.

   (Clarification – All prescriptions reimbursements will be at the low cost alternative where the plan pays the lowest price for interchangeable products with the same active ingredients. If a generic equivalent is not available or if there is a medical reason for prescribing a brand drug as adjudicated by Pacific Blue Cross the brand drug will be reimbursed.)

13.03 Grid A Health & Welfare Plan

The following applies to Grid A employees (including Service Clerks):

A) The Employer shall, in addition to the benefits listed in Section 13.02 above, make available the following benefits to Grid A employees, including Service Clerks who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for Grid A full-time employees in this Section of the Agreement.

- Group Life Insurance
- Weekly Indemnity (W.I.)
- Long Term Disability (L.T.D.)

B) Life Insurance - Conversion Privilege

If your coverage ceases because your employment or your membership within the eligible classes ends, you may convert your insurance to some form of individual life policy offered by insurance carrier without having to pass a physical examination.

You have thirty-one (31) days to make application for conversion and to pay the required premium following termination of your insurance. However, if you are given written notice of your right to convert, you have no more than thirty-one (31) days from the date of termination of insurance, or until twenty-five (25) days after you are given notice, whichever is the later date.
If you should die within the thirty-one (31) day period after your coverage ends, your amount of insurance will be paid to your beneficiary. If your life insurance is

payable under the group policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

Group Life Insurance shall be a minimum of twenty-five thousand dollars ($25,000.00.) Where Group Life Insurance Plans have coverage in excess of twenty-five thousand dollars ($25,000.00), then such Plans shall continue in force during the currency of this Collective Agreement.

If an employee cannot work due to illness and **their** Weekly Indemnity is about to lapse, **they** shall have the right to continued coverage for life insurance by paying the full premium.

C) Weekly Indemnity Benefits

Weekly Indemnity benefits shall be paid up to a period of twenty-six (26) weeks commencing on:

1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or

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

Weekly Indemnity payments shall be in the amount of seventy-five percent (75%) of an employee's straight time rate of pay.

The payment of the Weekly Indemnity benefit shall be based on a five (5) days per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) days per week basis. For example, a part-time employee shall receive one seventh (1/7th) of the weekly income rates for each day that **they are** entitled to benefits. Once on benefits, a part-time employee will receive such payments for each day of the week, including Sundays, statutory holidays and regularly scheduled days off.

It is understood and agreed between the Employer and the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to **their** entitlement.

Similarly, when payments are stopped by the Carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of **their** entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the Carrier, shall be returnable to the Employer.

The Company agrees to cooperate with Pacific Blue Cross, regarding the potential to convert W.I. and L.T.D. payments to direct deposit. Subject to the carrier's ability to do so, employees shall have the option of direct deposit or home delivery of W.I. and L.T.D. benefits.

D) Long-Term Disability Plan

The Employer shall provide an L.T.D. Plan for eligible employees.

The Plan will provide sixty percent (60%) of salary and will activate when either W.I. or W.C.B. benefits are exhausted.

A "day of absence" shall mean absence from a scheduled workday for the employee concerned.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of **their** intention to return to work.

Employees on Long Term Disability Benefit shall receive pension credits.

13.04 For the purposes of entitlement and disentitlement, the conditions set out below will apply for Grid A employees (including Service Clerks):

1. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Section 13 on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4, 4, 5 basis, i.e. if an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25, **they** would become eligible for the benefit package on May 1.

2. If an employee fails to meet the eligibility test, **they** will continue to be eligible for three (3) months. At that time **they** will be tested again and, if eligible, will continue receiving benefits. If not eligible, will cease receiving benefits. Thereafter at the end of each month, the employee's eligibility will be tested and, as soon as **they** become eligible again, benefits will be reinstated.

A regular full-time employee reduced by the Employer to part-time shall continue to be eligible to participate in the Plan. Full-time employees reduced by the Employer to below thirty-two (32) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed enrollment forms as soon as possible. The Employer will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is **their** responsibility to make application to the Employer. If **they are** eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3) months of employment, **they** may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer; but, in such cases, a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

13.05 An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the Plan.

Benefits for Grid A full-time employees who are laid off will be maintained by the Employer for one half (1/2) of the employee's recall period as specified in Section 8.04 on the following basis:

- B.C. Medical Services Plan (M.S.P.)

- Group Life Insurance

- Hearing aid, eyeglasses and prescription drug coverage.

A regular full-time employee who does not have three (3) months' current consecutive full-time service at the effective date of the Plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

13.06 Physical Examination

The following shall apply to all employees:

Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

13.07 Third Party Liability

The following shall apply to all employees:

Effective Sunday after ratification, should an employee receive the Employer Weekly Indemnity benefits as the result of an accident and **they** subsequently receive a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company.

Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

The parties agree to request the Trustees to adopt a new reimbursement policy, with respect to Third Party Liabilities.

13.08 Drug and Alcohol Assistance Program

The following applies to all employees:

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

13.09 Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then Weekly Indemnity Benefits and W.C.B. payments advanced by the Employer are to be reimbursed to the Employer upon receipt of payment from the Workers' Compensation Board.

13.10 Health & Welfare Trust

1. Effective January 1, 1998, the Union and the Employer agree to deliver certain benefits to employees of the Employer who are subject to the terms and conditions of this Collective Agreement, through a Jointly Trusteed Health & Welfare Trust (The Trust) on the following terms and conditions:

2. The Trust used shall be one designated by the Union and there shall be a Board of Trustees made up of members appointed by the Employer(s) and the Union the Employer will be permitted to appoint fifty percent (50%) of the Trustees if only one Employer is participating in the Trust and at least one of the Trustees if other employers are participating in the Trust.

3. The Trust will segregate the costs of the Employer from other employer or groups of employers so that the contributions made to the Trust for its employees will not be used to pay the costs of benefits of employees of other employers. This limitation shall not preclude the employers of the Trust from sharing the cost of such items as the expense of operation and the cost of purchasing various forms of risk protection for the Trust provided that the sharing of costs is pro-rated on an equitable basis.

4. Subject to the terms of the Trust, it is expected that a Health & Welfare Committee will be provided for, with an equal number of members appointed by the Employer and the Union. It is expected that this Committee will have the power to determine the benefits to be provided to the employees, the conditions of eligibility for such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall have the power to amend or modify the terms and conditions of the plans and the eligibility rules provided that no change or modification is inconsistent with the Collective Agreement unless specifically agreed to by the Employer and the Union.

   Subject to the approval of the Trustees, the Health & Welfare Committee will ensure that the benefits provided to Grid B employees and Specialty Department

Grid B employees will reflect the level of contribution provided for in this Agreement for these persons.

5. The plans and benefits initially provided for employees, other than Grid B employees and Specialty Department Grid B employees, shall not be less favorable nor better than plans in effect at January 1, 1998 and will include:

- Life Insurance Benefits
- Accidental Death & Dismemberment Benefits
- Short and Long Term Disability Benefits
- Extended Health Benefits

and will only be changed by mutual agreement of the Employer and the Union.

6. The Employer will make contributions to the Trust, or other financial institution as designated by the Trustee to receive them, and will forward these contributions not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period along with a report, including a list of employees for whom they have been made.

7. a) The initial rate of contribution for benefits other than Extended Health Benefits, in respect of employees other than Grid B employees and Specialty Department Grid B employees, will be agreed to between the Employer and the Union and any subsequent changes to this rate will be determined by the Trustees as necessary to adequately finance the benefits provided to employees.

    1) Once the initial rate of contribution has been established for each benefit, the Employer and the Union will agree to a basis to track benefit experience cost savings against the costs in effect when the Trust is established.

    2) From these savings, the Trustees will first set aside reasonable contingency reserves to allow for cost fluctuations and secondly, apply any cost savings as follows:

        i) 50% to reduce future Employer contributions
        ii) 50% to improve the benefits available to employees.

    b) The rate of contributions for extended Health Benefits, which are provided in respect of employees other than Grid B employees and Specialty Department Grid B employees, will be agreed to between the Employer and the Union and may be subsequently changed by the Trustees as necessary to adequately finance those benefits.

8. It is agreed that the Employer and the Union are interested in and committed to identifying ways in which the plans may be modified in order to provide a more effective level of protection for employees at no increase in Employer cost, and it is understood that the Health & Welfare Committee, subject to the approval of the Trustees, shall be charged with the task of identifying how this might be accomplished. Any recommended changes to the plans, and the cost

implications associated with these changes, are subject to the approval of the Employer and the Union before implementation by the Trustees.

9. It is agreed with respect to the Short and Long Term Disability benefits that:

   a) the Health & Welfare Committee will adopt a process for resolving disputed claims;

   b) the Health & Welfare Committee will pursue with the Employer and the Union all possible ways to minimize claim costs including such initiatives as a Joint Return to Work and Rehabilitation Program and others to minimize the impact of a Disability on a claimant and permit their early return to active employment.

10. It is agreed that the administration of the plans and the Trust as it applied to the employees covered by the Collective Agreement may continue to be provided by persons employed by the Employer and not covered by the Collective Agreement provided that:

   a) the Employer provides these services at no cost to the Trust;

   b) either the Employer, the Health & Welfare Committee or the Trustees can determine that it is necessary to terminate this arrangement;

   c) a period of reasonable notice shall be provided by the party terminating this arrangement to the other parties;

   d) the Employer will fully cooperate in the transfer of all records and administrative services being performed to whatever organization is designated by the Trustees to provide ongoing administrative services.

11. It is agreed that the Trust will only pay for claims that are incurred on or after January 1, 1998. However in order to ensure the proper future treatment of existing disabled employees, the Employer will provide to the Trustees a list of all employees subject to the Collective Agreement who are in receipt of Short or Long Term Disability benefits at January 1, 1998, containing at least the following information:

   a) Identification number
   b) Type of benefits being paid
   c) Date of disability
   d) Status of Life Premium waiver
   e) Such other information as the Trustees determine necessary

12. Payment of disability income benefits in respect of a date of disability prior to January 1, 1998 will remain the responsibility of the Employer. The Employer will also be responsible for obtaining a waiver of Life Insurance premiums for any Long Term Disability claims in respect of dates of disability prior to January 1, 1998.

13. The Trustees will ensure that the Short Term Disability Plan meets the ongoing provisions established by the Government of Canada for E.I. Premium Reduction unless agreed otherwise by the Employer and the Union.

14. The disability plan will make provision for the payment of benefits to employees who perform modified duties, as part of the Return to Work program.

13.11 The Employer will continue to make Medical Services Plan (MSP) benefits available to Grid A employees who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months based on the entitlement and disentitlement tests set out in Section 13.02 (A) of this Agreement.

SECTION 14 – Sick Leave Benefits

14.01 Medical Reports

The following applies to all employees:

The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of fifty dollars ($50.00).

14.02 Sick Leave Benefits

Regular *Grid A* full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three (3) month full-time employment eligibility period.

All paid time off such as statutory holidays, vacations, sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

Grid A part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of three hundred seventy-six (376) hours.

It is agreed that accumulated Sick Leave information will be made available to employees on a monthly basis.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time **they** first fail to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated Sick Leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated Sick Leave to absences due to sickness or non-compensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits) at the employee's request, in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated Sick Leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid Sick Leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee.

It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

The employee shall make every effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

Return to Work After Illness: After absence due to illness or injury, the employee must be returned to **their** job when capable of performing **their** duties.

14.03 Sick Leave Payout

Employees who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer shall, upon termination or retirement, be paid any Sick Leave accumulation they may have to their credit.

Employees who have a Sick Leave credit balance in excess of twelve (12) days (ninety-six (96) hours) as of December 31, 1983, and on each December 31 thereafter, shall receive a cash payout to a maximum of six (6) unused Sick Leave days (forty-eight (48) hours) provided no employee's Sick Leave bank shall fall below twelve (12) days (ninety-six (96) hours) as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31 of each year.

14.04 Workers' Compensation Supplement

Where a regular *Grid A* full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at **their** regular hourly rate of pay and what **they** receive from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the Sick Leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between ninety percent (90%) of the employee's net straight time earnings based on **their** regular hourly rate of pay and what **they** receive from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.

Part-time employees shall be entitled to use their Sick Leave accumulation for make-up to one hundred percent (100%) for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage, or after going on W.C.B. benefits, the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between ninety percent (90%) of the employee's net straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board or, if not possible, from the employee. At the Employer's option, the employee will pursue the Appeals Procedure under the Workers' Compensation Board.

14.05 Maintenance of Benefits

The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the Employer for the employee portion of such payments upon **their** return to work, or if unable to return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer agrees to maintain the cost of the following Health and Welfare premiums only for those employees on Long-Term Disability, as follows:

- B.C. Medical Services Plan (M.S.P.) }
- Group Life Insurance } For duration of L.T.D.
- Extended Health Plan covering eye-glasses, drugs and hearing aid benefits }

14.06 Workers' Compensation Rehabilitation Benefit Maintenance

A) Rehabilitation Program: Where an employee on Group Insurance, L.T.D. or W.C.B. benefits is disabled from performing **their** usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs.

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Contract Area is not possible because of permanent disability, the parties agree to co-operate to retrain an injured worker.

B) W.C.B. Rehabilitation Program: In the case of employees on a W.C.B. Rehabilitation Program covered by Section 14.06 (A), the Employer agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 14.05. At the end of this maintenance period, benefits

shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the Contract Area.

C) Employees that return from an approved W.C.B. leave to pre-leave hours do not have to re-qualify for benefits.

14.07 **Workplace** Accommodation

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

SECTION 15 – UFCW Local 1518 Dental Plan

15.01 The Employer agrees with the Union, along with other Employers who have similar agreements with the Union to participate in a UFCW Local 1518 Dental Plan, such plan to be an incentive Plan unless this later proves inoperable. This Plan will cover members of the Union employed by those Employers and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Employers who are signatory to the Agreement and three (3) persons appointed by the Union. The Trustees shall appoint a Chairman and, if the Trustees are unable to agree on the selection of a Chairman, they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Trustees shall select a Trust Company, or such other financial institution, to whom contributions by the Employer to the Plan shall be paid.

The Employer agrees to make contributions to the fund of seventy-one cents ($0.71) per hour for each straight time hour of actual work by all employees, except for employees classified as “Grid B employees” and “Specialty Department Grid B employees” within the Contract Area of this Collective Agreement including hours worked on Sunday if such hours are part of the basic work week of an employee. Such contributions shall not exceed fourteen dollars and forty cents ($14.40) per week for any one employee. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.

Paid vacations for Grid A full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the UFCW Local 1518 Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the UFCW Local 1518 Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provides a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the UFCW Local 1518 Dental Plan shall cease. It is further understood, should a Government plan create duplicate benefits, then these benefits shall be deleted from the UFCW Local 1518 Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

The orthodontic limit shall be increased to three thousand dollars ($3,000.00) on the above basis for eligible dependents who have not exceeded the previous twenty-five hundred dollar ($2,500.00) limit.

SECTION 16 – UFCW Pension Plan

16.01 UFCW Pension Plan

I. Effective December 28, 1997, the Employer will participate in the UFCW Industry Pension Plan and Trust Fund (hereinafter referred to as the Plan and/or Trust, as applicable) on the following terms and conditions.

i) Participation in the Plan and Trust will be through a separate Division. It is agreed and understood that the Union and the Employer will request the Trustees of the Plan create such separate Division by allocating to it the liabilities for accrued benefits in respect of active and disabled employees subject to the collective agreement, and retired and terminated vested employees who were subject to the collective agreement at their retirement or termination, along with a pro-rata share of the assets of the Division of the Trust in which they currently participate. Such allocation to be carried out as of January 1, 1998 on terms and conditions to be established by the Trustees on the advice of the Plan actuary.

ii) As a large participating Employer in the Plan and Trust, the Employer will be expected to designate one of the Employer Trustees to the Joint Board of Trustees that governs the Plan and Trust.

Under the terms of the Plan and Trust, provision is made for a Retirement Committee with equal representation from the Employer and the Union, with responsibility for the separate Division of the Plan and Trust in which the Employer participates.

The Employer and the Union will appoint appropriate persons and their replacements to act as members of the Retirement Committee.

iii) Commencing with the later of December 28, 1997 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through

collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:

a) By each participating Employee - a percentage of their Earnings received from the Employer. The percentage applicable to each participating Employee shall be as follows:

Age Last Birthday	Percentage
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 by participating Employees shall be made by payroll deduction.

Changes in contribution by participating Employees shall be effective from the first pay period following the date in which they become age 30, 40 and 50 respectively.

Pay period shall mean the weekly period from Sunday through Saturday used by the Employer for paying earnings to participating Employees.

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 Employee shall mean each employee of the Employer as of December 28, 1997 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed except for:

1. employees who are disabled on December 27, 1997 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or Long Term Disability Plan to which the Employer makes contributions as long as they continue to be disabled and entitled to such benefits;

2. employees who are disabled on December 27, 1997 and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits.

3. employees who are absent from work at December 27, 1997 as a result of a statutory, maternity or parental leave as long as they continue to qualify for such leave.

Employer contributions as follows, which is an improvement to:

Last Sunday of 2013	8.75%
Last Sunday of 2016	9.00%
Last Sunday of 2017	9.25%
Last Sunday of 2018	9.50%

The Employer and the Union understand and agree that it is the responsibility of the Pension Plan Actuary and the Pension Plan Trustee to administer the Pension Plan and make any changes to the features of the Pension Plan that they consider appropriate in the particular circumstances.

c) Employee and Employer contributions, along with a list of the participating Employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other 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 Employee contribution deducted from the Earnings;

3. the Employer contribution made in respect of the participating Employee;

4. 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;

5. 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.

II. Existing Employer Pension Plan (Existing Plan)

i) It is agreed that as of December 28, 1997 all participating Employees who are then covered by the Existing Plan shall cease any further accrual of pension benefits under the Existing Plan, except as specifically provided for in this Agreement.

ii) It is agreed that future participating Employees shall not become covered by the Existing Plan.

iii) Participating Employees as of December 27, 1997, and employees who are not actively at work at December 27, 1997 but are entitled to accrue service and benefits under the Existing Plan as at that date and former Employees who have retired or terminated and were subject to the Collective Agreement between the Employer and Union at their date of retirement or termination shall be covered under the Existing Plan for accrued benefits in respect of service up to December 27, 1997, on the following terms and conditions.

a) The Employer shall make no changes to the terms and conditions of the Existing Plan as it applied to persons in (iii) above without an Agreement between the Employer and the Union.

b) The Employer shall amend the Existing Plan to ensure that service, whenever that term is used for benefits eligibility, shall include all periods of credited service under this Plan and Trust. It is understood that the Plan and Trust will similarly recognize service for benefit eligibility purposes all periods of credited service under the Existing Plan.

c) If the Retirement Committee of the Sobeys West Inc. (Safeway Operations) Division of the Plan and Trustees provide:

1. a pension benefit or an increase in pension benefit in respect of service prior to December 28, 1997 for those participating Employees including employees who are specifically excluded from the definition of participating Employee, who first became covered by the Plan and Trust as of that date; and

2. an increase in pension benefit in respect of service prior to December 28, 1997 above the level of benefit in effect for such service under the Existing Plan as of December 27, 1997, for participating Employees, including employees who are specifically excluded from the definition of participating Employee, who are already covered by the Plan and Trust as of December 27, 1997.

then the Employer shall be required to provide an increase in accrued benefits for each employee then covered under the Existing Plan provided that such employee is then eligible to retire at an early retirement date under the terms of the Plan and existing Plan. The amount of the increase in benefit that must be provided by the Employer under the Existing Plan shall equal fifty percent (50%) of the increased pension benefit granted in respect of service prior to December 28, 1997 for participating employees who are already covered by the Plan and Trust as of December 27, 1997 and then eligible to retire at an early retirement date under the terms of the Plan and Existing Plan.

It is expected under the foregoing arrangement that the increases in benefit granted by the Trustees in respect of service prior to December 28, 1997 to employees already covered by the Plan and Trust as of December 27, 1997 who are eligible for early retirement under the terms of the Plan and Existing Plan shall be twice as large as those granted to employees who satisfy the same condition as to early retirement but only became covered by the Plan and Trust on December 28, 1997. This will result in equal treatment of both groups of employees.

d) The Employer will provide to the Trustees a listing of all employees subject to the Collective Agreement as of December 28, 1997 who are specifically excluded from the definition of participating Employee in this Agreement, including the reason for their exclusion.

iv) Each employee of the Employer as of December 28, 1997, who is covered by the Existing Plan at December 27, 1997 and who is specifically excluded from the definition of participating Employee in this Agreement, shall continue to accrue benefits under the Existing Plan until such time as the definition of participating Employee is met or until the date of retirement, termination or death, whichever occurs first.

v) If, at a subsequent date, the Employer desires to transfer the liabilities (and appropriate assets) in respect of participating Employees under the Existing Plan to the Trustees of the Plan, the Union will assist the Employer in working out with the Trustees an appropriate basis for doing so.

III General

i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.

ii) The Employer agrees to participate under the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder.

iii) The Plan and Trust will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standards Act.

iv) The Employer will work with the Trustees to coordinate payment of benefits to participating Employees.

v) It is understood that initially only, the Retirement Committee/Trustees may desire to improve the benefits for service to December 27, 1997 under the Plan and Trust for participating Employees and for employees specifically excluded from the definition of participating Employees and for employees specifically excluded from the definition of participating Employee in this Agreement, who are covered by the Plan and Trust as of December 27, 1997, and in doing so this may create an unfunded

actuarial liability which must be funded pursuant to the minimum funding requirements of the B.C. Pension Benefit Standards Act. Except for this improvement, it is agreed that in the operation of the Sobeys West Inc. (Safeway Operations) Division of the Plan and Trust, no unfunded liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.

vi) It is understood that the Plan and Trust will require amendment by the Trustees of the Plan and Trust in order to facilitate Employee contributions. The Union will request the Trustees to this amendment at the earliest possible date, which it is expected would be prior to December 27, 1997.

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 17 – Notice or Pay in Lieu of Notice

17.01 Commencing after four (4) months from date of employment, *Grid A* full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

- After four (4) months and up to two (2) years of continuous service
  - one (1) week's notice in writing or one (1) week's wages in lieu thereof.

- From two (2) years up to five (5) years' continuous service
  - two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

- More than five (5) years' continuous service
  - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

17.02 This Section shall not invalidate an employee's right to process **their** termination and to be reinstated as set out in Section 24, providing the employee has been employed by the Employer four (4) calendar months or more.

17.03 The Employer agrees to give *Grid A* full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

17.04 *Grid A* full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.

17.05 A copy of notice of dismissal or layoff of *Grid A* full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 18 – Severance Pay

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

Full-Time Consecutive Service		Severance Pay
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

Employees who are laid off as the result of store closure(s) can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

Should a *Grid A* full-time employee go to part-time and later lose **their** employment due to the circumstances set out in Section 18, then such employee shall be entitled to severance pay under this Section according to **their** years of *Grid A* full-time consecutive service only.

This Clause does not apply to a temporary layoff, full-time employees who accept other *Grid A* full-time or part-time employment with the Employer, or to regular *Grid A* full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the benefits contained in Section 17.01 of this Agreement.

SECTION 19 – Miscellaneous

19.01 Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations for the parcel pickup areas.

19.02 Union Decal

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

19.03 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.

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,** with two (2) shirts 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.

19.04 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.

19.05 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

19.06 Time Off to Vote

The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.

19.07 Polygraph Tests

The Employer agrees that polygraph or similar lie detector tests will not be used.

19.08 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 **their** 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.

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

19.09 Intimidation

No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated **them** into doing so, the matter shall be considered under the Grievance Procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such Grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict Management personnel from reprimanding an employee as required by **their** position to maintain the proper operation of the store.

19.10 Picket Lines

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Contract Area, 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 **their** place of work.

19.11 Deemed Time Worked

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.

19.12 Lockers

Surveys have been made and each Employer will meet the Union to discuss reasonable changes that can be made should they be necessary.

19.13 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.

19.14 Work Loads

If an employee believes the amount of work **they are** required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to **them**, the question shall be referred to Section 24 of this Agreement.

19.15 Water Bottles

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 brand sold in the store.

2. The size is **no larger than one (1) litre and small enough to be stored out of sight**.

3. The bottle is stored under the counter.

4. The Cashier exercises common courtesy with customers when consuming water.

19.16 Employee's Personnel File

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.

19.17 Discipline Interview

1. 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 **their** 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 **their** choice. It is

understood **that** the **Shop Steward or** witness in a security or harassment interview is an observer and not a participant.

2. 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.

3. The Shop Steward **or witness of choice** will be involved in meetings or discussions with employees which will result in discipline, wherever possible.

4. 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 which assists in the completion of the interview.

5. 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 **the** Shop Steward in these matters, wherever possible.

19.18 Technological Change

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.

Employees adversely affected by the introduction of automated equipment or technology are covered by this section and / or Section 19.19. It is also agreed that Section **8.06** also applies.

A) Where the Employer introduces or intends to introduce a technological change that:

1. Affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and

2. 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 25 of this Collective Agreement by bypassing all other steps in the Grievance Procedure.

B) 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:

1. 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;

2. That the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

3. That the Employer reinstate any employee displaced by reason of the technological change;

4. That the Employer pay to the employee such compensation in respect to **their** displacement as the Arbitration Board feels reasonable;

5. That the matter be referred to the Labour Relations Board (under Section 54 of the Labour Code of British Columbia).

C) The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

1. Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and

2. Alters significantly the basis upon which the Collective Agreement applies.

19.19 Changes in Work Operation

The Employer and the Union agree that where it can be shown that changes made by the Employer in the work presently performed by the employees in the Contract Area results from a change in the method, style, or concept of the Employer's operation and, should these changes have an adverse effect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet and determine a reasonable solution. The parties acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the expedited arbitration process. In arbitrating the effect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternate "reasonable solution" which is based upon the positions of the two parties.

The Employer and the Union agree to request Judi Korbin to review the Collective Agreement in terms of “opportunity for advancement” and recommend, if required, changes that could accommodate such opportunities.

19.20 Safeway Stores Memorandum RE: Video Surveillance

Video surveillance has become a valuable resource for the protection of the Company’s assets and assuring the safety of its employees. This type of surveillance has proven to be a major deterrent to criminals and we will never know how many thefts and robberies have been prevented. Unfortunately, it is sometimes our own employees who are observed committing criminal acts in our stores.

Within the confines of the law, the Company may use video cameras in almost any part of the store. The vast majority of employees have no need to be concerned and may be

assured that common sense and discretion will prevail in choosing who is allowed access to any monitoring equipment or video tapes.

19.21 Equal Opportunities of Employment

The Employer and the Union are committed to establishing equal opportunities of employment. This commitment is evidenced by the Off-Till Duty Language, Job Posting Language and Common Seniority. The Company is committed to the ongoing training of its employees for either traditional or non-traditional jobs.

19.22 In House Pharmacy Assistant Training Program

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.

SECTION 20 – Harassment & Discrimination

20.01 Harassment and Discrimination

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination. The Company and the Union will publish a joint Policy Against Harassment and Discrimination. Where an employee alleges that harassment or discrimination has occurred on the job the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy. The Employer and the Union agree to ensure that the Policy Against Harassment and Discrimination will be available and accessible to all employees.

20.02 No Discrimination

Both the Employer and the Union endorse the principles outlined 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 of 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*.

SECTION 21 – Health, Safety and Education Fund

Effective SFR [October 22, 2023], The Employer agrees 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:

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

SECTION 22 – Health and Safety Store Committees

22.01 The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A Contract Area employee shall be elected by Contract Area members in the store or shall be appointed by the Union to the Health and Safety Committee.

22.02 Health & Safety Issues

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to, providing the Union with the details of the Employer's Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

22.03 Provincial Health and Safety Committee and Training

The parties agree to establish a Provincial Health and Safety Committee of three (3) representatives from the Union and three (3) representatives from the Employer.

The Committee shall meet quarterly to:

a) Establish and implement health and safety policy.

b) Discuss and decide issues arising from unresolved work site committee recommendations.

c) Assist with and ensure compliance WorkSafe B.C. Regulations.

d) Assist with and ensure compliance with First Aid Attendant requirements within WSBC regulations.

Additionally, the Committee shall explore methods through which First Aid coverage could be extended beyond the minimum regulatory requirements. It is understood and agreed that changes arising from such discussions may be implemented only where the parties have mutually agreed to do so.

e) Proactively develop and implement Employer/Union ergonomics programs.

f) Proactively address environmental workplace conditions in compliance with WSBC regulations.

g) Establish and implement ergonomic training for committee members and employees at risk of M.S.I. (muscular strain injury).

In the event of disagreement, and when there is no consensus of the committee members, the issue(s) may be referred to an independent third party chosen by mutual agreement of the parties, who shall recommend reasonable solutions to be implemented by the committee.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or as required by the Employer, or as per WCB orders of the Employer, shall be provided for and maintained by the Employer. The Employer will continue the present practice of providing a selection of rubber safety boots for use by employees for as long as the employees, employed at date of ratification 1997 *(November 23, 1997)*, in the store desire this option.

April 4th, 2013

Ivan Limpright,
President,
UFCW Local 1518

RE: Health & Safety Commitment

Dear Sir,

With regard to Health & Safety, the Employer is committed to meeting on a regular basis. We commit to adequate and proper training including a distinct module dealing with Duty to Accommodate.

We will set aside appropriate time for the Health & Safety Committee to meet. We look forward to reconvening the Joint Provincial Health & Safety Committee meetings. We agree that the function of the Provincial Committee is to ensure proper protocol is followed and outstanding items are addressed. We will endeavor to find an appropriate date in September which is convenient for all parties to re-institute these meetings.

The Employer will continue our practice of having a page of our Health and Safety Minutes devoted to noting the unresolved issues from the previous month(s).

We will have the Health and Safety Committees conduct a regular review of Contractors Agreements to ensure the contractors comply with WorkSafe BC regulations. The parties will ensure that Section 22.02 is followed at store level and that outstanding items are addressed accordingly.

Yours truly,

Mike Nash, Vice-President, Vancouver Operating Area

Cc Terri Griffing, Director, Labour Relations
Dave Robertson, Director, Human Resources

22.04 In an effort to strengthen the effectiveness of our store joint committees, the parties shall jointly develop and facilitate eight (8) hours of annual training and education which satisfies the Education Leave requirement in the Worksafe BC Act. An employee may opt out of the joint training session but only if the employee is taking another recognized training program. In addition, the Provincial Committee shall explore the concept of a onetime joint regional training project which could be implemented within the lifetime of the Collective Agreement.

SECTION 23 – Union's Recognition of Management's Rights

23.01 The Union agrees that the management of the Company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer.

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 Sections 24 and 25 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more.

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.

23.02 Probation

(a) During the first four (4) months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 24 and 25 of this Agreement.

(b) It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 19.09 of this Agreement.

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

SECTION 24 – Grievance Procedure

24.01 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 in writing and shall clearly set forth the Grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives and the Employer Representative or Representatives shall meet and, in good faith, shall earnestly endeavour to settle the Grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the Grievance has been served fails to meet the other party within fourteen (14) days of receiving the written Grievance, either party may, by written notice served upon the other, require submission of the Grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 25 of this Agreement.

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.

24.02 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 17.05.

24.03 Any employee alleging wrongful dismissal may place **their** 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.

24.04 The Employer agrees to reply in writing as to the disposition of all Grievances submitted by the Union.

24.05 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 or a**n 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 25 – Board of Arbitration

25.01 The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single Arbitrator).

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairperson. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairperson within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairperson of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

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

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

25.02 In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award **them** full or part back pay.

25.03 Expedited Arbitration

Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 24.01. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 25.01.

a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed, as per Section 24.01.

b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.

c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.

d) A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.

e) Within sixty (60) days of ratification the Employer and Union shall develop a list of Arbitrators that are agreeable to both parties.

f) Matters not referred to Expedited Arbitration may be referred by either party to the regular Arbitration procedure as contained in Section 25.01 and all Arbitrations referred under Section 25 must be held within ninety (90) days of

referral to Arbitration and a decision must be rendered within twenty (20) days of the Arbitration being presented.

25.04 Troubleshooter

Chris Sullivan (or any other individual agreed by the parties) shall be scheduled on a rotating basis to conduct expedited hearings 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. Harassment issues that are unresolved may be referred under this process.

5. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by the parties.

6. Decisions of the troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.

7. Legal counsel shall not be used by either party.

8. The parties shall develop other procedures or guidelines as necessary.

SECTION 26 – Simplify the Collective Agreement

The Employer and Union have agreed to undertake a review of the Collective Agreement with the intention of making it easy to use and understand. In the spirit of the shared values and goals developed through discussions during bargaining, the parties identified the following principles upon which to follow.

Guiding Principles:

1. Simplify the Collective Agreement consistent with the parties' commitment to the shared values and goals developed during 2013 negotiations.

2. Create a summary of the Collective Agreement that captures the meaning and intent of the language and that is easy to use and understand by everyone. This summary

shall explain the Collective Agreement in clear language to ensure a proper understanding of the meaning behind the language.

3. Ensure the summary of the Collective Agreement is the document to be accessed when searching for the "answer" (i.e., rather than having to search for pre-existing arbitration awards).

4. Ensure information contained in the summary is easy to find and kept up to date.

5. Remove any outdated, redundant, repetitive or conflicting language.

6. The Employer and the Union agree that the summary of the Collective Agreement is for reference purposes only and does not create any enforceable rights. It is further understood and agreed that the summary does not in any way affect the application, construction or interpretation of the Collective Agreement and the Parties agree that they will not rely upon the summary refer to it in any way, or seek to have it admitted into evidence, in any future legal proceedings, including but not limited to, any arbitration, proceedings before any other administrative tribunal including the Labour Relations Board, or proceedings in court.

Process and Timing:

The parties agree that a committee will be formed with representatives from both the Employer and the Union to develop the Summary of the collective Agreement and shall have the above process complete within eighteen (18) months of the ratification of the Collective Agreement.

SECTION 27 – Expiration and Renewal

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 March 31, 2023, 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.

27.02 New and Replacement Stores – Ten Years Labour Peace as follows:

The Union and Employer agree that the following shall apply to all New and Replacement stores opened after January 1, 2013.

1. The Parties agree that for ten years from the date of the opening of each New or Replacement store the following shall apply:

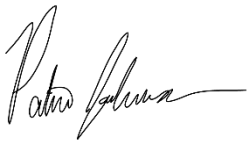
    a. The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;
    b. The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and
    c. The Union agrees not to picket at any stores that meet the requirements of this provision.

The Parties agree that this provision will be in full force for ten years at any New and Replacement store.

If in the future, the Employer acquires stores, the parties shall meet to develop a transition plan.

SIGNED THIS 23rd DAY OF October, 2026.

FOR THE UNION:



Patrick Johnson

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF INTENT

RE: HOURS IMPACT

In order to manage any particular circumstance of the opening of a New Store after ratification 2008 *(August 24 2008)* Collective Agreement, the parties agree, on a without prejudice basis, to micromanage any significant negative impact on hours to any employees. This will be done on the same basis as Key Personnel reductions (i.e., vacant positions in other locations).

LETTER OF UNDERSTANDING #1

RE: RE-OPENING

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.**

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:

Kim Novak

FOR THE EMPLOYER:

Sean Naldrett

LETTER OF UNDERSTANDING #2

RE: ALL SAFEWAY STORES

This confirms our agreement during **the 1997** negotiations that this Letter of Understanding **would** form 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 Date of Ratification [October 20, 2023], The Union and the Employer agree that the following terms and conditions of employment shall apply to **all** *Stores* (including acquisitions).

1. All vacancies shall be classified as "Grid B's" 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".

   Hours worked are defined as hours worked by all Contract Area employees within a store.

3. "Grid B employees" shall be scheduled by the Employer as required.

4. 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.

   Where it can be shown that quarterly adjustments prove to be detrimental to Pre-Ratification 1997 *(November 23, 1997)* employees, the Union and the Employer may mutually agree to modify the adjustment process.

5. 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.

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:

Kim Novak

FOR THE EMPLOYER:

Sean Naldrett

LETTER OF UNDERSTANDING #3

RE: JOINT UNION/MANAGEMENT QUARTERLY REVIEWS

(a) The Employer and the Union agree to meet on a quarterly basis to review the individual performance of stores that are experiencing financial difficulties or whose continued viability is questionable.

On an ongoing basis, the Employer and the Union will discuss methods to improve the performance of stores and will hold joint meetings with store employees to discuss improvements in the particular store.

In particular, the Union and Employer shall review the competitive impact of other retailers on the company's business. In the event issues arise during the term of the Collective Agreement where the Employer becomes concerned about the viability of a store, it is agreed that the Employer and the Union shall meet to specifically discuss measures that could be taken to address the concern. Upon request of the Union, the Employer will provide, in confidence, full financial disclosure for the store being reviewed to the two senior officials of the Union.

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement. If no agreement can be reached on Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than one hundred and eighty (180) days from the commencement of the discussions. This time period may be extended by mutual agreement.

(b) At each Quarterly Review meeting the Employer and the Union will also discuss the potential of returning Safeway Stores to the full Sobeys West Inc. (Safeway Operations) Collective Agreement terms after the store or stores in question have operated on modified terms for a reasonable period of time.

The parties will discuss any changes in the general competitiveness of the industry in which the company carries on business and the local marketplace of the stores in question since the implementation of terms that vary from the full terms of the Sobeys West Inc. (Safeway Operations) Collective Agreement.

If the changes have been sufficiently favourable to result in the full or significant competitive recovery of the store or stores in question, then the Employer and the Union shall discuss the possibility of returning the store or stores to the full terms of the Sobeys West Inc. (Safeway Operations) Collective Agreement or some interim partial improvement, taking into consideration the resulting impact of any action taken on the future performance of the store or stores.

If the parties cannot agree on whether or not a change should occur and/or how and when the change should occur, then the matter shall be referred to final offer selection arbitration for final and binding resolution.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than one hundred and eighty (180) days from the commencement of the discussions. This time period may be extended by mutual agreement.

(c) If the parties refer matters to final offer selection arbitration under either (a) or (b) above, it is agreed that the arbitrator will be Vincent L. Ready, or another arbitrator by mutual agreement.

RENEWED THIS 20th DAY OF October, 2023.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #4

RE: *GRID B* OVER 4000 HOURS AT RATIFICATION 2008 (*August 24, 2008)*

Effective six (6) weeks from the date of ratification [October 20, 2023], 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.

GRID B 4000+ (as identified on August 24th, 2008)

All Grid B 4000+ employees hired at or before ratification 2013 will receive the off-scale wage increases outlined below.

Any 4000+ hour *Grid B* employee *(as identified on August 24, 2008)* who is still on *Grid B* as of March 24, 2013 (including those who opted to stay on *Grid B* or who are frozen in Quarterly Review Stores) shall have the opportunity to:

a) All 4000+ hour *Grid B* employees shall be provided with the following Grid A benefits provided they work the required number of weekly hours to qualify for benefits:

- Vacation
- MSP
- EHB
- Dental

b) All 4000+ hour *Grid B* employees shall be provided with a voluntary severance offer – with terms to be determined by the Employer under LOU Re: Voluntary Severances.

Any 4000+ hour *Grid B* Starbucks employee shall have to become a *Grid B* cashier or *Grid B* general clerk in order to qualify for the above.

Grid B 4000+ 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

**Grid B* 4000+ who are receiving a $1.00/hour premium at ratification 2013, will have the premium now considered a part of their wage rate.

Grid B 4000+ 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

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #5

RE: CROSS CLASSIFICATION TRIAL

Cross Classification Scheduling may be introduced in **any store. 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.

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 [October 20, 2023]**, at the store shall be scheduled in the Cross Classification Work.

Employees **hired prior to the Date of Ratification [October 20, 2023],** shall have the choice to opt into Cross Classification Scheduling. Once an employee has opted into Cross Classification Work, **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.

Effective SFR [October 22, 2023], any full time position **that is posted in the store** shall be posted as a full-time **All Purpose Clerk** position.

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.** During this transition the parties shall monitor the implementation to ensure the interests shared and principles developed during bargaining are met.

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #6

RE: ALTERNATE STORE FORMAT (ETHNIC MODEL STORE)

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**

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.

   i) Clerk(s)-In-Charge
   ii) Assistant Department Managers

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:

Kim Novak

FOR THE EMPLOYER:

Sean Naldrett

LETTER OF UNDERSTANDING #7

RE: RELINE CREW

The Company and the Union will meet to discuss the practices and terms regarding the Reline Crew.

RENEWED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #8

RE: VOLUNTARY SEVERANCE

At the Employer's discretion, employees in certain stores and in certain classifications may be offered voluntary severance. The union will be notified of all aspects of these offers.

RENEWED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #9

RE: 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 [October 20, 2023] 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.

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #10

RE: SERVICE CLERKS

<u>Service Clerks:</u> 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 with 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).

SIGNED THIS <u>20th</u> DAY OF <u>October</u>, <u>2023</u>.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #11

RE: TERMS OF TRANSITION FOR SW EMPLOYEES GRANDFATHERED AT FRESHCO

Freshco and Chalo/Freshco Chalo Conversion

This Letter of Understanding covers Safeway stores converting to FreshCo and Chalo/FreshCo but not those Safeway stores which have already closed.
Employees employed at the time of store conversion who are active or who become active employees following maternity leave or when a medical claim is ended, will be entitled to exercise the following options. Grid B employees must be active for four (4) weeks to re-establish the hours base. Employees must inform the Employer of their election within two (2) weeks of the announcement of store conversion.

<u>Voluntary Severance</u> – 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).

<u>Buy down Option</u> – 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 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.**

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #12

Re: FORMER SAFEWAY EXTRA STORES

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

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

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

1) **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 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:

Vacation	Time Off	Vacation Pay
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 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.

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
	
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #13

RE: 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 April 1, 2028.

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:

Kim Novak

FOR THE EMPLOYER:

Sean Naldrett

LETTER OF UNDERSTANDING #14

RE: A.T.O. BUYOUT

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 an 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.

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #15

RE: VOLUNTARY SEVERANCE

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

Features of the voluntary severance will include:

1) **The voluntary severance will be offered to full-time and part-time Grid A employees (excluding 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 January 6, 2024 or prior to the offering. 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.**

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:



Kim Novak

FOR THE EMPLOYER:



Sean Naldrett

LETTER OF UNDERSTANDING #16

RE: RETENTION PILOT

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

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

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

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

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

SIGNED THIS 20th DAY OF October, 2023.

FOR THE UNION:	FOR THE EMPLOYER:
Kim Novak	Sean Naldrett

LETTER OF UNDERSTANDING #17

RE: THIRTY SIX (36) HOUR BASIC WORK WEEK – CBA LANGUAGE MODIFICATIONS

Scheduling – Basic Work Week

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

9.02 The basic workweek for **Grid A** employees who have elected the 36 hour option shall be thirty six (36) hours, consisting of four (4) nine (9) hour days.

9.03 A) Overtime Pay
All time worked in excess of the 36 hour basic workweek or the 9 hour regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1 1/2) the regular rate. All hours worked over eleven (11) in any one (1) day shall be paid at double the basic rate.

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

9.23 Rest Periods
Employees whose meal period is scheduled four (4) hours but not more than five and one-half (5 ½) hours after the start of the shift shall have the option of taking their two (2) rest periods after the meal period. Employees shall have the right to opt in or out of this process on a quarterly basis. This option shall be available for shifts that start at 12:00 noon or later.

9.26 Consecutive Days Off
The following applies only to Grid A full-time employees who have elected the 36 hr basic work week:

The Employer shall schedule at least two (2) consecutive days off for all Grid A full-time employees.

11.02 Vacation Pay – Grid A employee (including Service Clerks):
*Employee's vacation pay is earned in the calendar year **prior** to vacation being taken.
Vacation pay shall be computed on the basis of forty (40) hours pay, or thirty-six (36) hours pay, for each week of paid vacation to which the employee is entitled.

11.03 Single Day Vacation
Any employee who is entitled to vacation time off may request to take one (1) week of vacation and break it into four (4) Single Day Vacation days off. These vacation days off shall be granted by seniority. Only one (1) single vacation day may be taken per week.

Single Day Vacation days are subject to operational needs of the store and in the case of multiple requests, the requests will be denied in order of reverse seniority.

12.07 Take-A-Break Leave of Absence

It is also agreed that employees may take single or multiple day Take-A-Break leave (i.e. less than one (1) week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year (but not to exceed 24 calendar weeks in duration). It is understood that each day of Take-A-Break leave per week reduces the basic work week by one day. ***Effective October 10, 2014*, employees who are eligible for Take-A-Break (TAB) Leave of Absence under *this Section* are eligible to apply to use up to a maximum of fifteen (15) days per year as single day TAB days.**

14.02 Sick Leave Benefits

Regular Grid A full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred seventy-six (376) hours. ** Accumulation of credits does not change, however when a 9 hour sick day is taken, 9 hours will be used from the sick bank.

AMENDED THIS 20th DAY OF October, 2023.

FOR THE UNION:

Kim Novak

FOR THE EMPLOYER:

Sean Naldrett

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