

# MEMORANDUM OF SETTLEMENT

## IN THE MATTER OF A COLLECTIVE AGREEMENT

Between:

**SOBEYS CAPITAL INC. (Safeway Operations)**

And:

**United Food and Commercial Workers International Union, Local No. 247**

This memorandum forms the full and complete resolve to all outstanding issues between the parties. In accordance with LOU#29 Re-Opening the Collective Agreement, the parties have resolved their outstanding issues through final offer selection interest arbitration. This package, in conjunction with the expired collective agreement, will form a new and binding settlement agreement between the parties.

**AMEND the Collective Agreement to replace “Sobeys West Inc. (Safeway Operations), a body of corporate carrying on business in the Province of British Columbia” with “SOBEYS CAPITAL INCORPORATED. (Safeway Operations)”**

### **HOUSEKEEPING - ENTIRE AGREEMENT**

---

#### **General: Gender Neutral Language:**

**CHANGE** references throughout the Collective Agreement from “he”, “she”, “he/she”, “his”, “her”, “his/her(s)” to “they”, “their” or “employee” (Gender neutral terms).

#### **General: Classification of Oriental Kitchen:**

**AMEND** throughout Collective Agreement wherever the term “Oriental Kitchen” (e.g., Oriental Kitchen Clerk, Oriental Kitchen Operator”) to “**Asian** Kitchen Clerk” and “**Asian** Kitchen Operator”.

#### **General: Grid A and Grid B Collective Agreement Provisions**

Where there is agreement between the parties, **add references to “Grid A” and/or “Grid B”** to relevant articles throughout the Collective Agreement.

**ARTICLE 5.03 – WORK SCHEDULES**

---

**AMEND as follows:**

The Employer shall post the weekly work schedule in the Meat, Deli and Seafood Departments for all employees not later than 6:00 p.m. Monday three (3) weeks in advance. If a new work schedule is not posted as per the above, then the schedule already posted shall apply for the following week. Where time clocks are used, the work schedule can be posted in some other location in the store other than in the Meat, **Deli or Seafood** Department, as long as they are posted **in a location mutually agreed upon between the Employer and the Union.**

Employees must be available for the days and shifts for which they have been scheduled unless there is a bona fide reason for absence such as sickness, etc.

Shifts will commence no earlier than 12:01 a.m.

(An employee may request, to start between 9:00 p.m. and 12:00 midnight.)

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

Work schedules shall be produced in ink, and if any changes must be made, a line shall be drawn through the time to be changed and the new time shall be written in ink.

**ARTICLE 5.16 – MEMBER ON DUTY**

---

**ADD new sentence, 3<sup>rd</sup> para:**

There shall be a member of the bargaining unit on duty at all times meats are for sale, except during rest periods and meal periods when staff is not available.

If this provision is violated, then all time during which meats are for sale and a member of the bargaining unit is not in attendance, will be computed at the Journey person rate of pay and distributed equally amongst the members of the bargaining unit in the store in which the violation occurs. This penalty will not apply if an employee is scheduled to work and fails to report and a replacement is not available.

**The Employer agrees to provide the Union with a list of its store locations and operating hours every twelve (12) months, or sooner if a change in store operating hours occurs, to comply with this clause.**

## ARTICLE 5.17 – TIME RECORDING DEVICE

---

### ADD new sub-section with language to read as follows:

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

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

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

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

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

1<sup>st</sup> time disciplined - 1 week's suspension without pay

2<sup>nd</sup> time disciplined - 2 weeks' suspension without pay

3<sup>rd</sup> time disciplined - termination of employment

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

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

## ARTICLE 6 – WAGES

---

**Update Wage Scales by REMOVING Lump Sums and increases that have expired from Ratification (last increases were 2018).**

## **ARTICLE 6.01 – JOURNEYPERSON MEAT CUTTER WAGE SCALE**

---

**DELETE**

## **ARTICLE 6.11 – PREVIOUS COMPARABLE EXPERIENCE**

---

**AMEND Article 6.11 to read as follows:**

New employees having previous comparable experience may be paid at a lower scale of wages than their claim of experience calls for, but not less than the minimum rate established by this Contract, for an evaluation period not to exceed thirty (30) days from the date of employment. This thirty (30) day evaluation period may be extended by mutual agreement for the purpose of enabling an employee or the Employer to obtain confirmation of claimed previous experience. If the employee's services are retained after the thirty (30) day period, or extended period where granted, they shall receive any difference between the initial rate paid and the rate for which their comparable experience qualifies them, retroactive for all time worked with the exception of the first two (2) calendar weeks of employment and shall receive written notification showing any credit granted for previous experience. A copy of this written notification shall be forwarded to the Union at the time it is presented to the employee.

Employees who have been out of the Industry for less than one (1) year will receive credit for half their previous experience, to a maximum of two thousand and eighty (2080) hours. Employees who have been out of the Industry for one (1) year or more will receive credit for one-half their previous experience to a maximum of one thousand and forty (1040) hours.

**Newly hired Journeyperson Meat Cutters shall receive a credit of four thousand one hundred and sixty (4160) experience hours and be placed on the Grid A Meat Cutters scale upon verification of appropriate certification and qualifying industry experience submitted at the time of their employment application.**

**Existing Meat Cutters who complete the nine (9) month Meat Cutting program and earn a certificate of qualification at Thompson Rivers University (TRU), or like accredited establishment, shall receive credit for fifteen hundred and sixty (1560) experience hours and any Meat Cutter experience hours accrued when determining their rate of pay on the Grid A Meat Cutters scale.**

**When a vacancy for a Meat Cutter position becomes available, the applicant must have successfully completed the Company's cut test to be promoted to the Grid A Meat Cutter wage scale.**

**Maximum credit earned from all/combined recognized certificates and/or accrued hours is four thousand, one hundred and sixty (4,160) hours on the Grid A Meat Cutter wage scale.**

Meat/Deli/Seafood Clerks who have completed a related training program at a recognized British Columbia training institution shall receive credit for five hundred and twenty (520) hours experience for determining rate of pay.

Provided the Employer has given the employee concerned a written notification showing credit granted for previous experience not later than five (5) days following completion of the thirty (30) day evaluation period, or other extended period granted by mutual agreement, and forwarded a copy to the Union, no consideration shall be given to any disagreement pertaining to previous experience, if presented later than sixty (60) days from date of employment.

There will be a six (6) month time limit on the claiming of credit beyond which no adjustment to previous experience will be granted except at the discretion of the Employer.

#### **ARTICLE 6.12 – REGULAR BI-WEEKLY PAY DAY**

---

**AMEND Article 6.12 to reflect current bi-weekly pay day.**

There shall be a REGULAR **BI-WEEKLY PAY DAY**, and each employee shall be provided with a statement showing 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.

All employees will be paid by **bi-weekly** direct deposit.

#### **ARTICLE 6.15 (A) – TRAVELING TIME AND TRANSFERS**

---

**AMEND to read as follows:**

a) Temporary Transfers

While an employee is transferred or moved to another store during his or her work shift, he or she shall be paid for all time spent en route from one store to another and will be paid bus fare if using bus transportation, or he or she will be paid mileage if he or she uses a car. Mileage shall be paid 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.

When an employee is transferred or moved to a store outside the area covered by this Agreement at the Employer's request, he or she shall receive mileage in accordance with the Company's travel policy under a time allowance (at straight time rate). The policy rate at ratification is forty-eight cents (\$0.48) per kilometer and is reviewed on a regular basis. The mileage and permitted time as an allowance are agreed to be as follows:

**Lower Mainland:**

Vancouver - Chilliwack

195 km return - 2 hours per day

Vancouver - Langley

80 km return - 1 hour per day

The above time is an allowance only and the employee will be required to work the work day scheduled.

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

In those cases where an employee is assigned outside his or her bargaining unit, the mileage and time compensation would only apply if the distance is greater than the employee's regular presumed work location.

**ARTICLE 10.05 AND 10:06 – VACATIONS WITH PAY**

---

**AMEND Article 10.05 to remove references to employees hired before October 9, 2018 in accordance with Vince Ready decision of July 16, 2014:**

Employees who work a minimum of fourteen hundred and fifty (1450) hours 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 six percent (6%) 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 fourteen hundred and fifty (1450) hours for eight (8) consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled in each year in which they qualify, to eight percent (8%) 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 fourteen hundred and fifty (1450) hours for thirteen (13) consecutive years, but who do not otherwise qualify for five (5) weeks' vacation with

pay, shall be entitled in each year in which they qualify, to ten percent (10%) 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 for purposes of determining fourteen hundred and fifty (1450) hours.

Full-time or part-time employees entitled to more than four percent (4%) vacation allowance shall, if their hours are reduced either by themselves or by their Employer, to the extent that they no longer qualify for more than four percent (4%) maintain their previous percentage entitlement provided the maximum percentage will be ten percent (10%). Such employees shall be entitled to time off for vacation purposes to the extent of their previous entitlement up to a maximum of five (5) weeks, with a minimum of time off to the extent of the money they are entitled to on the applicable percentage basis.

**AMEND Article 10.06 to remove references to "employees hired before October 9, 2018" in accordance with Vince Ready decision of July 16, 2014.**

**AMEND Article 10.06 to remove references to "within 30 days" and replace with "in March" "on forms provided by the Employer".**

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

The employees must advise the Employer by February 1<sup>st</sup> if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Article 9.

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

## **ARTICLE 10.09 – VACATION SELECTION PROCEDURE**

---

### **AMEND Article 10.09 by adding “single day vacation” language”**

Employees who are entitled to four (4) or more weeks vacation shall be allowed to re-select previous selection (subject to the above) in order to get a minimum of two (2) of their additional weeks consecutively. They cannot "bump" weeks already selected by other employees.

#### **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 five (5) Single Day Vacation days off.**

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

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

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

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

**Single Day Vacation will be selected in the following process:**

- **Employee must declare that they wish to break one week of their vacation into single days prior to the commencement of the vacation selection process.**
- **All single day vacation days shall not count toward the total number of employees off each week.**
- **Single-day vacation days are subject to the operational needs of the store and in the case of multiple requests, the request will be denied in order of reverse seniority.**
- **Single Vacation Days will be selected at the end of the vacation selection process in order of seniority.**
- **If an employee is transferred into a store while the selection is in progress, the employee shall be slotted into the selection process by seniority.**

## **ARTICLE 10.11 – (SATURDAY AS DAY OFF PRIOR TO WEEK OF VACATION)**

---

### **AMEND Article 10.11**



Subject to staffing requirements of the store, Saturday shall be scheduled as a day off prior to a week of vacation. In scheduling Saturday as a day off prior to a week of vacation, consideration shall first be given to travel arrangements and then to R.T.O.'(s).

#### **ARTICLE 11.04 – TAKE-A-BREAK LEAVE OF ABSENCE**

---

**AMEND Article 11.04 by removing the last sentence “For a period of eighteen (18) months after ratification, employees can continue to use up to one hundred and twenty (120) single TAB days to provide the opportunity to transition.”**

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

1. Application for such leaves must be in writing and are subject to the approval of the Store Manager and Human Resources Department. Every effort should be made to provide as much notice as possible.
2. Requests for Take-a-Break (T.A.B.) Leave of Absence, vacation selections outside of the regular vacation period (Article 10.09), and days off in lieu of statutory holidays occurring during vacations, (Article 10.13) will be granted to all employees provided there is another available employee in the store, or Float/Relief Staff who is capable of doing the work required.
3. Employees who are eligible for the above TAB leave are eligible to apply to use up to a maximum of fifteen (15) days per year as single day TAB days.
4. The Employer shall maintain Health and Welfare coverage for full-time employees during TAB up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.
5. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

#### **ARTICLE 11.07 – MATERNITY LEAVE**

---

**AMEND Article 11.07 by changing title from “Maternity Leave” to “Pregnancy Leave”**

## **Article 11.07 – Pregnancy Leave**

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of any privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under point 1 or 2.
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
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.

## ARTICLE 11.10 – PARENTAL LEAVE

---

### AMEND Article 11.10 by changing number of weeks Parental Leave entitlement as follows:

1. An employee who requests parental leave under this section is entitled to:
  - a. for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Article 11.06 - up to **sixty-one (61)** weeks of unpaid leave beginning immediately after the end of the leave taken under Article 11.07, **for a total possible combined leave of seventy-eight (78) weeks.**
  - b. for a birth mother who does not take a leave under Article 11.07 in relation to the birth of a child - up to **sixty-two (62)** weeks of unpaid leave beginning after the child's birth and within **seventy-eight (78)** weeks after that event.
  - c. for a birth **parent** up to **sixty-two (62)** weeks of unpaid leave beginning after the child's birth and within **seventy-eight (78)** weeks after that event.
  - d. for an adopting parent - up to **sixty-two (62)** weeks of unpaid leave beginning after the child's birth and within **seventy-eight (78)** weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
3. The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
4. Benefit entitlement for the above leaves shall be as required by the B.C. Employment Standards Act.

## **ARTICLE 11.14 – (NEW) DOMESTIC VIOLENCE LEAVE**

---

### **ADD new language as Article 11.14 – Domestic Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Domestic violence can be any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse – including financial control, stalking, and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts of violence, that form a pattern of abuse.

The Employer and the Union agree that once there is verification confirmed by a written note by a recognized professional (i.e., a doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

Workers experiencing domestic violence will be able to access paid or unpaid leave that may be provided for by the Employment Standards Act for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

The Employer agrees that request for sick leave, vacation, and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

The Employer further agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

## **ARTICLE 13.04 – MEAT / DELI / SEAFOOD CLASSIFICATION**

---

### **AMEND Article 13.04 by updating Lower Mainland Store Geographical Areas**

1. **Downtown Vancouver / North Shore**  
Store Nos. 4905, 4908, 4909, 4950, 4958, 4998
  
2. **Vancouver West / Richmond**  
Store Nos. 4901, 4940, 4941, 4942, 4966, 4967, 4976, 4979

3. **Burnaby, Coquitlam, New Westminister**  
Store Nos. 4911, 4913, 4917, 4930, 4931, 4936, 4980
  
4. **Surrey, North Delta, White Rock**  
Store Nos. 4900, 4903, 4914, 4920, 4939

#### **ARTICLE 13.06 – JOB POSTING – GRID A**

---

##### **AMEND Article 13.06, #12 a) and b)**

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

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

7. Applicants may only apply on forms supplied by the Employer. The applications shall be accepted by the Employer up to and including the closing date. The application must be initialed by the Shop Steward/Contact Person or another member of the Bargaining Unit at the time the application is submitted. The successful applicant will be advised of the start date within seven (7) days. The Union will be supplied with a copy of the confirmation sent to the successful applicant.
8. In a store that is temporarily closed and re-opened as a Replacement Store, all employees working in the store prior to the closure will return to the store and be scheduled hours by seniority.
9. If the position is filled by a full-time employee, that employee's position shall be filled as follows:
  - a) In the Lower Mainland a meat cutter back-fill position shall be offered to the relief staff by seniority.
  - b) In all other cases the backfill position will be posted and filled by the most senior part-time employee who applies.
10. If the successful applicant is on an Approved Leave, the posting will be filled by the next senior applicant on a temporary basis, until the successful applicant returns to work.
11. The successful applicant for a posting or backfill shall not be eligible to restrict their hours for a period of six (6) months from the effective date of the job posting.
12. a) Job postings shall be made available across all stores within each of the following regions:
  - Region 1 – Okanagan / **Kootenays and Cariboo/Northern B.C.**
  - Region 2 – Hope/Whistler
- b) **All** postings shall go up within the region first, and are open to all employees within that region. If the posting goes unfilled, then that posting shall be provincially posted. These areas may be merged further by agreement of the Union and Employer.
13. **Asian** Kitchen employees hired prior to ratification 2013 (June 13, 2013) are eligible to apply for job postings in the Meat/Deli/Seafood classifications without loss of seniority.

## **ARTICLE 13.07 – FLOAT STAFF**

---

### **DELETE Article 13.07 (Float Staff)**

## **ARTICLE 13.11 – HEAD MEAT CUTTER, DELI MANAGER AND SEAFOOD OPERATOR REVERSION**

---

### **AMEND Article 13.11 as follows:**

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

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

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

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

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

## **ARTICLE 13.15 – SENIORITY REGIONS FOR STORE CLOSURE**

---

### **AMEND Article 13.15 as follows:**

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

Whistler to Hope Region:

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

Okanagan/Kootenay Region/ **Cariboo/Northern BC Region:**

4916, 4919, 4924, **4925, 4928, 4946**, 4948, **4952**, 4955, 4960, 4961, 4970, **4973**, 4974

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

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

## **ARTICLE 15.03 – (2. RESTRICTION OF HOURS AND 5. SCHEDULING OF STUDENTS)**

---

### **AMEND Article 15.03 as follows:**

#### **2. Restriction of Hours**

Within thirty (30) days of commencing employment, every part-time employee will inform the Employer of the number of hours per week they are available for work, including fulltime work by completing Appendix A which is supplied by the Employer. **A copy of this form shall be kept on file in the store.**

This designation of availability can thereafter be changed by completing a new form stating the number of hours of work desired. The number of hours desired can be up to and including forty (40) hours per week but cannot be less than sixteen (16) hours per week. Employees desiring less than forty (40) hours per week will be considered to have



restricted their availability. When the stated limit is reached, the employee will be considered to have restricted his/her availability and shall forfeit their right to hours in excess of that limit.

Employees who want to work fewer hours than they are presently working or as set out in their current letter must, when filling out the required form, indicate the number of hours per week desired.

#### 5. Scheduling of Students

....

- 3) Students shall be considered to have restricted their availability to a maximum of twenty-eight (28) hours per week and shall be scheduled by seniority within their classification. **A student cannot restrict their availability below sixteen (16) hours per week.**
- 4) Without exceptions, Employees shall inform the Employer using the **UFCW 247 RESTRICTION** form when:
- 5) Without exception, students shall not change their **UFCW 247 RESTRICTION** form more than three times per calendar year, (by semester). Upon notification, these changes will be reflected on the next posted schedule.

#### **LETTER OF UNDERSTANDING NO. 1 – RE: REDUCTION OF HOURS OF WORK**

---

**RENEW**

#### **LETTER OF UNDERSTANDING NO. 2 – RE: NEW DEPARTMENTS**

---

**RENEW**

#### **LETTER OF UNDERSTANDING NO. 3 – RE: SEAFOOD DEPARTMENTS**

---

**RENEW and amend store list to remove stores converted or closed or new since ratification 2013**

#### **LETTER OF UNDERSTANDING NO. 4 – RE: JOINT UNION / MANAGEMENT REVIEWS**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 5 – RE: COMBINING BARGAINING UNITS**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 6 – RE: SELF-FUNDED LEAVE PLAN**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 7 – RE: PRE-RETIREMENT PHASE-OUT**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 8 – RE: PROVINCIAL ACCOMMODATION COMMITTEE**

---

**RENEW w/o prejudice**

**LETTER OF UNDERSTANDING NO. 9 – RE: CHANGES IN WORK OPERATION**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 10 – RE: BARGAINING PROTOCOL**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 11 – RE: PROVINCIAL CERTIFICATION**

---

**DELETE**

**LETTER OF UNDERSTANDING NO. 12 – RE: NEW BANNERS**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 13 – RE: EQUAL OPPORTUNITY**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 14 – RE: A.T.O'S**

---

**RENEW w/o prejudice**

**LETTER OF UNDERSTANDING NO. 15 – RE: ASSISTANT HEAD MEAT CUTTERS AND ASSISTANT DELI MANAGERS IN NEW AND REPLACEMENT STORES**

---

**HOUSEKEEPING: AMEND to remove "Island – 5 Stores".**

**RENEW**

**LETTER OF UNDERSTANDING NO. 16 – RE: TRANSFER OF PRODUCTION CLERKS ACROSS CLASSIFICATIONS**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 17 – RE: EXISTING SAFEWAY STORES**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 18 – RE: ALL NEW SAFEWAY STORES**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 19 – RE: ALL REPLACEMENT SAFEWAY STORES**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 20 – RE: NEW DEPARTMENTS**

---

**AMEND by adding language from LOU No. 22 – Re: Production Clerk Scheduling (No Flat Scheduling) and RENEW**

**LETTER OF UNDERSTANDING NO. 21 – RE: VACATION PRODUCTION CLERKS**

---

**MOVE the contents of Letter of Understanding No. 21 into body of collective agreement in NEW Article 10.15. Add language for the ability to receive paid vacations or lump sums as per Ready Award of July 16, 2014.**

Production Clerk Vacation Pay

The following vacation entitlement schedule for Production Clerks shall be as follows:

	<u>Time Off</u>	<u>Vacation Pay*(Percentage (%) of Gross pay)</u>
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%

**LETTER OF UNDERSTANDING NO. 22 – RE: PRODUCTION CLERK SCHEDULING (NO FLAT SCHEDULING)**

---

**MOVE contents of Letter of Understanding No. 22 to current Letter of Understanding No. 20 Re: Scheduling/ Maximization of Hours Agreement.**

**LETTER OF UNDERSTANDING NO. 23 – RE: COUNTER READY MEAT**

---

**HOUSEKEEPING: AMEND to read as follows:**

1. If the Employer intends to introduce Counter Ready fresh beef, pork, veal, or lamb into the Stores, the Employer shall give the Union not less than six (6) months notice in writing.

2. If such notice is given the parties will meet to discuss new language pertaining to the new situation. Upon the roll-out to full implementation of Counter Ready Meat into a facility or a number of facilities all clauses pertaining to Head Meat Cutters, Assistant Head Meat Cutters, Meat Cutters, and the production of beef, pork, veal, and lamb will be deemed to be suspended in those facilities unless the Counter Ready Meat Initiative is abandoned.
3. The Employer and Union agree to cooperate and resolve staffing issues in each Bargaining Unit.

Notwithstanding the above point #2, Article 14.08 will not be suspended.

**LETTER OF UNDERSTANDING NO. 24 – RE: MEAT / DELI / SEAFOOD PRODUCTION CLERK PROMOTION TO SEAFOOD OPERATOR**

---

**AMEND Letter of Understanding No. 24 by adding “and Assistant Deli Managers.” ADD point 5 or renumber to add “employee will be required to work thirteen (13) weeks of an average of thirty-six (36) hours before becoming full time. ADD “Assistant Deli Managers” to the heading. Letter of Understanding No. 24 – Re: Meat / Deli / Seafood Production Clerk Promotion to Seafood Operator / Assistant Deli Manager**

The parties agree to the following terms regarding the promotion of M/D/S Production Clerks to Seafood Operators **and Assistant Deli Managers**:

1. The employee shall be placed on the Meat/Deli/Seafood Clerks scale at the start rate, or the rate they had before, whichever is higher.
2. The newly promoted employees’ career hours shall be reset to zero and the employee will begin to accumulate career hours on the Meat/Deli/Seafood Clerks scale.
3. The employee’s seniority date will remain the same.
4. Benefits will be covered as per the collective agreement.
5. **Employee will be required to work thirteen (13) weeks of an average of thirty-six (36) hours before becoming full time.**

**LETTER OF UNDERSTANDING NO. 27 – RE: PRODUCTION CLERK TRANSFER OPPORTUNITIES**

---

**RENEW**

**LETTER OF UNDERSTANDING NO. 28 – RE: ETHNIC MODEL STORES**

---

**DELETE – merge employees employed in these areas to MDS clerk classification**

**LETTER OF UNDERSTANDING NO. 30 – RE: HEAD MEAT CUTTER AND DELI DEPARTMENT  
MANAGER**

---

**RENEW w/o prejudice**

**APPENDIX A**

---

**RENEW**

**APPENDIX B**

---

**AMEND to read as follows:**

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

**Zone 1 - Whistler to Hope**

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

**Zone 2 - All Other Bargaining Units**

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

**Arbitrator John Hall Final Offer Selection (FOS) Decision of July 3, 2020 as follows:**

**APPENDIX A STORES:**

---

The terms and conditions set out below are applicable to employees at stores that are currently profitable, as per the End to End (“E2E”) Operating Profit and Loss (“P&L”) statements, as at Period 05 Fiscal 2019:

- # 4903 / 14 Sunshine Hills Delta
- # 4925 / 71 Quesnel
- # 4928 / 78 Prince Rupert
- # 4930 / 82 New Westminster Station
- # 4939 / 109 Ocean Park South Surrey
- # 4941 / 114 King Edward Vancouver
- # 4942 / 115 4th & Vine Vancouver
- # 4948 / 133 Nelson
- # 4952 / 144 Smithers
- # 4955 / 153 Penticton
- # 4967 / 191 Seafair Richmond
- # 4970 / 196 Castlegar
- # 4973 / 820 Fort St. John

**THE TERMS AND CONDITIONS OF THE PARTIES’ EXISTING COLLECTIVE AGREEMENT WILL CONTINUE TO APPLY BUT FOR THE FOLLOWING:**

**LETTER OF UNDERSTANDING NO. 29: RE-OPENING THE COLLECTIVE AGREEMENT**

---

**AMEND Letter of Understanding No. 29 to read as follows:**

- 1) Within six (6) months immediately preceding March 31, **2022**, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement applicable to Appendix A stores.

No change to the remainder of the LOU.

**WAGES AND CLASSIFICATIONS**

---

**AMEND to include the following:**

**All active Grid B employees at twenty dollars (\$20.00) or greater at time of payment shall receive the following off-scale increases:**

January 1, 2021 .....\$0.35 per hour  
January 1, 2022 .....\$0.40 per hour

**All active Grid B employees earning less than twenty dollars (\$20.00) shall be placed at the next highest wage rate on the wage scale.**

**All active Grid A employees at top rate of pay at time of payment shall receive the following off-scale increases:**

January 1, 2021 .....\$0.35 per hour  
January 1, 2022 .....\$0.40 per hour

**SEVERANCE AND BUYOUTS:**

---

**The buyout/severance payment will be as follows;**

- 1) Full time and Part Time (Grid A) - three (3) weeks' pay per year of service to a maximum of \$65,000 less statutory deductions.
- 2) The Employer will make a voluntary severance/buyout offering to Grid A employees within six (6) months of the completion of the Reopener process and the FOS decision. The voluntary severance offering will be made on a bargaining unit wide basis with the understanding that approval of said offering in certain stores and certain classifications will be at the discretion of the Employer in consideration with its ability to properly staff its stores and ensure the efficient operation of those stores. Provided these considerations are met, the Employer will approve by seniority a minimum of ten (10) Grid A Meat Cutters and a minimum of thirty-two (32) Grid A Meat/Deli/Seafood Clerks for buyout/voluntary severance.
- 3) Meat Managers/Head Meat Cutters, Assistant Head Meat Cutters, Deli Managers, Assistant Deli Managers, Seafood Operators/Managers, Oriental Kitchen Operators and Oriental Kitchen Clerks will be ineligible to participate in the voluntary severance/buyout offering.
- 4) Notwithstanding anything to the contrary In the Collective Agreement, or Letter of Understanding #17 - Existing Safeway Stores, Letter of Understanding #18- All New Safeway Stores and Letter of Understanding #19 - All Replacement Safeway Stores,



the parties agree that the cap of 75% of bargaining unit hours worked in a store being scheduled to Grid B Production Clerks on a store by store basis shall not be in place for the remainder of the current collective agreement expiring in March 31 , 2023.

- 5) The parties agree to work together with respect to potential employee moves between stores with a view to ensuring the Employer's operational considerations are met and opportunities for the voluntary severance/buyout are maximized.

## **APPENDIX B STORES**

---

**ADD “Appendix B” to the collective agreement:**

**Unless altered or modified by agreement of the parties within 30 days from the date of this award, the terms and conditions of this LOU are applicable to employees at stores operating at a loss, as per the End to End (“E2E”) Operating Profit and Loss (“P&L”) statements, as at Period 05 Fiscal 2019:**

- # 4900 / 1 Surrey Central
- # 4901 / 2 West Broadway Vancouver
- # 4905 / 23 Westview North Vancouver
- # 4908 / 36 Robson Vancouver
- # 4909 / 38 Safeway Caulfield Village
- # 4911 / 42 Burnaby Heights
- # 4912 / 43 Langley Fraser Crossing
- # 4913 / 44 Kensington Burnaby
- # 4914 / 47 Peninsula Village South Surrey
- # 4916 / 56 Fortune Kamloops
- # 4917 / 58 McBride New Westminster
- # 4919 / 61 Vernon Square
- # 4920 / 62 Fleetwood Surrey
- # 4924 / 70 Trail
- # 4931 / 84 Collingwood Vancouver
- # 4936 / 93 Shaughnessy Port Coquitlam
- # 4940 / 110 Oakridge Vancouver
- # 4946 / 126 Terrace Shopping Centre
- # 4950 / 140 Lynn Valley North Vancouver
- # 4958 / 162 Parkgate Village North Vancouver
- # 4960 / 170 Downtown Kelowna
- # 4966 / 189 Broadway & Commercial Vancouver
- # 4968 / 193 Sardis Chilliwack
- # 4974 / 2271 Cranbrook Mall
- # 4976 / 60 Marpole Vancouver
- # 4980 / 76 Austin Heights

# 4979 / 127 Arbutus Vancouver  
# 4998 / 90 English Bay Vancouver

The terms and conditions of Appendix A are applicable to employees at Appendix B stores, but for the following:

#### **Term**

This LOU shall be for the period from thirty-one (31) days from the date of this award (the "Implementation Date") up to and including March 31, 2023.

Should a store covered by Appendix B maintain profitability for one year, either party can apply to revert to Appendix A, or to those specific terms and conditions of Appendix A as otherwise agreed. If the parties are unable to agree on the date and/or conditions of reversion, the matter will be referred to final offer selection.

#### **Wage Rates and Buyouts**

For clarity, the provisions in Appendix A for Wages and Buyouts are applicable to employees in Appendix B stores.

#### **Accumulated Paid Time Off (A.T.O)**

##### **SECTION 5.19: ACCUMULATED PAID TIME OFF (A.T.O.)**

---

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

Effective the first Sunday following the Implementation Date and notwithstanding anything contrary in the Collective Agreement, the parties agree that they will suspend Article 5.19 for the remainder of the collective agreement. For greater clarity, these employees will not accumulate or use ATO hours for the remainder of the collective agreement. In addition, the following shall apply;

- 1) Active Full Time Grid A employees (excluding Meat Managers, Deli Managers, Oriental Kitchen employees, Assistant Head Meat Cutters and Assistant Deli Managers) shall be entitled to elect to have a thirty-six (36) hour basic work week rather than the forty (40) hour basic work week set out in Article 5.18. These employees must make this declaration within two (2) weeks of the ratification/implementation of this agreement. Furthermore, employees may elect to change this declaration one (1) time per calendar year, in the first week of January beginning January 2021, for each year remaining in the term of the Collective Agreement.

- 2) Any active full time Grid A employee (excluding Department Managers on a weekly salary) may elect to permanently forgo their rights to ATO in return for a lump sum of five thousand (\$5000) dollars less statutory deductions. Employees electing this option will be paid out any remaining hours in their ATO bank.

**ADD Protocol for 36-hour work week option for Full Time Grid A employees.**

### **36 Hour Work Week Protocol**

**ADD a new Letter of Understanding (LOU) as follows:**

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

#### **Scheduling- Basic work week**

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

#### **5.09 Consecutive Days Off**

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

#### **5.18 Basic Work Week**

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

#### **5.22 Statutory Holidays**

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

### **5.23 Overtime Pay**

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

### **5.26 Rest Periods**

No change to the article in the CBA.

### **8.01 Sick Leave Benefits**

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

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

### **10.03 Vacation Pay**

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

### **Single Day Vacation**

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

### **11.04 Take-A-Break Leave of Absence**

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

**ELIMINATE Part Time wage scales applying to Grid A – Meat/Deli/Seafood Clerks”, “Grid A – Meat Cutters”, “Journeyman Meat Cutter”, and “Grid A Specialty Department – Oriental Kitchen” and move the impacted employees to the remaining Full Time scales for the life of this agreement.**

**SECTION 8.05: HEALTH, SAFETY, EDUCATION AND TRAINING FUND**

---

**AMEND to read as follows:**

Effective Sunday after ratification 1997 the Employer shall remit monthly contributions to the above Fund on the basis of ten cents (\$0.10) per hour multiplied by the number of hours worked by all employees.

Employer contributions shall increase by one cent (\$0.01) per hour the first Sunday in April 2017 and increase a further cent (\$0.01) the first Sunday in April each year thereafter until Employer contributions become twenty cents (\$0.20) per hour. **Effective the first Sunday following the Implementation Date, the contribution will be set at six cents (\$0.06) per hour.**

**BENEFITS**

**SECTION 9.08 UFCW HEALTH AND WELFARE PLAN TRUST AND PLAN**

---

**AMEND 9.08(8) to read as follows:**

**Grid B Benefit Package and Contributions**

This language in Section 9.08 applies to Grid B employees:

Grid B Benefit Package Contributions

- 1) Dental and EHB - 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~~ **June 13, 2013. Effective the first Sunday following the Implementation Date (“SFID”) the new contribution shall be set at nineteen cents (\$0.19) per hour. Effective the first fiscal period of the 19<sup>th</sup> month anniversary of the SFID, the contribution shall be set at twenty-nine cents (\$0.29) per hour. Effective the first fiscal period of the 31<sup>st</sup> month anniversary of the SFID, the contribution shall be set at thirty-eight cents (\$0.38) per hour.**
- 2) Medical Services Plan (MSP), WI, LTD; Life Insurance; and/or Accidental AD & D.

Effective ~~Sunday after ratification 2013~~ **June 16, 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. **Effective the first Sunday following the Implementation Date (SFID), the contribution shall be set at fifteen cents (\$0.15) per hour worked. Effective the first fiscal period of the 19<sup>th</sup> month anniversary of the SFID, the contribution shall be set at twenty-three cents (\$0.23) per hour worked. Effective the first fiscal period of the 31st month anniversary of the SFID, the contribution shall be set at thirty cents (\$0.30) per hour worked.**

Balance unchanged

### **THIRD PARTY KIOSKS**

---

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

**The operation of third party kiosks, including, but not limited to, sushi kiosks, specialty/ethnic meats kiosks and Asian cuisine kiosks, may be carried out by third parties and persons excluded from the bargaining unit. However, the work performed by such persons shall be limited to the tasks pertaining to such kiosks.**

Review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate.