

MINUTES FROM GENERAL MEMBERSHIP MEETING



Telephone Town Hall – June 4, 2019 @ 7 p.m.

1. **Meeting called to order** at 7:02 pm by Dan Goodman.
2. **Roll Call of officers:**
Suzanne Hodge, **President**; Dan Goodman, **Secretary-Treasurer**; Kevin Barr, **Recorder**; Brian Taylor, **VP #1**; Susan Espin, **VP #3**; Sandra Peters, **VP #4**, Dino Castellarin, **VP #5**, Sandra Geldart **VP #7**; David Mowatt **VP #8**; Gorden McDonald **VP #9**; David Haere, **VP #10**, Doug Insley, **VP #11**, Charles Pratt **VP #14**.
3. **Adoption of Agenda**
m / s / c to adopt the agenda
4. **Adoption of February 7, 2019 Minutes** as posted on UFCW 247 website
m / s / c to adopt the minutes
5. **Business Arising from Previous Membership Meeting**
None
6. **President's Report**
 - Sobeys' announced yesterday their intention to convert six more stores to FreshCo's. Members of those stores were informed this morning. The stores are all out of town; Kelowna #4902, Vernon #4906, Kamloops #4933, 100 Mile House #4926, Williams Lake #4956 and Powell River #4963.
 - Earlier this year with other conversions, we reached a Section 54 agreement that enables us to secure buyout, buy downs, and grandfathering to a limit of 25% as well as bumping rights by seniority. These terms will also apply to the 6 stores announced today.
 - There's an update on the Local's scholarship policy. At the recent Executive Board meeting in May, the board voted unanimously to waive the continuous 6 months active member rule for the new FreshCo members.
 - BCTF has purchased 85 acres of Kelowna land with the intention to build a new facility, according to a local Kelowna newspaper. The new facility, which is part of the Company's One Roof Plan, will house state of the art apple, cherry, pear, and soft fruit packing lines, as well as office space, cider operations and a destination cidery. No time frame for the construction, which will need approval from the appropriate levels of government first.
 - At National Council meeting held in May, the Education Committee announced an engagement conference in the Spring of 2020 in Toronto. Emphasis of the Conference is on getting newer inactive members engaged and involved with the Union. Locals who wish to send an Executive Board member or active Steward, would need to send two other new or inactive people for each active one. More details to come.
 - UFCW Canada has grown by 5,500 members in 2018; and almost 1200 new members in first quarter of 2019. National Office is looking at non-traditional methods of organizing. There is now a link on UFCW Canada website where you can text an organizing lead, and they have received over 100 leads since the start of 2019.

DAN REPORTING ON SOBEYS' UPDATE

 - On Feb. 28 & March 1, met with Sobeys under Section 54 for initial 5 store closures and details were finalized on March 10th. We were successfully able to get bumping rights as well as

severance, buyouts, buy downs, and for some, options to stay in those locations with some grandfathering rights. Under LOA 12, the Safeway Agreement, we also entered into bargaining for the new contract for FreshCo stores, and met on several days in April. Although we bargained and reached agreements on most issues, there is no agreement on the wage scales, the absence of yearly wage increases, and the proposed health and welfare benefits. We are proceeding to final offer selection as set out in LOU #12, to resolve the issues. Under the FOS, both sides need to agree to an arbitrator and we have reached an agreement that it be Arbitrator David McPhillips. We are currently finalizing our position with the assistance of our legal counsel.

- Finally agreed to meet on July 15th for oral hearing. We will exchange written positions on June 14th, with each side having until June 28th to respond. We will then make final oral arguments in front of Arbitrator McPhillips on July 15th.
- We did agree, without prejudice, to the position that the employer be able to hire members and staff the stores under the terms we have reached agreement on so far. The Mission FreshCo opened on April 25th, and the 2 Richmond locations opened on May 16th.
- Last Thursday, the company informed us that the next two FreshCo locations would be FreshCo Chalo stores (Strawberry Hills and Newton stores). They are slated to open July 11th.
- Update on bumping and placements. Placements have been completed and were made easier with the acceptance of severance buyout offers. Many junior members accepted buyout as locations for bumping are going to be extremely challenging based on the driving distance they would incur in order to continue employment with Safeway. And some senior members were awarded an early opportunity to retire. Most key personnel and meat cutters have been given their placement. Some delay due to the later closures of the Ladner and Abbotsford locations. As for card replacements, members have been notified of their new home store locations.
- Store closures and float staff scheduling issues. With all the store closures and conversion, the issue of the float staff scheduling and the current 3 pods system for scheduling was raised again by the employer as an issue. It was becoming a concern for the D3 and D4 float areas due to the shrinking number of stores. We entered into discussions and the employer again proposed elimination of the float pool all together or a single float pool for scheduling of the float staff. We subsequently were able to reach agreement on reducing the float pool to 2 pods. The new pods come into effect this week. Float members should already have received their new schedules. The following areas have been combined to form the new Pods.

Surrey/Langley/Burnaby/Coquitlam

Vancouver/North Vancouver/Richmond

- The Board of Trustees of the UFCW Local 247 Benefit Trust Fund which covers members in many of our Loblaw locations and warehouses is pleased to announce that all claims incurred on or before July 1, 2019 the following improvements have been made to the Plan:
 - o Dental claims will be reimbursed on the 2019 BC Dental Fee Guide
- Several new benefits have also been added to the Plan. For all claims incurred on or before July 1, 2019, the following benefits have been added:
 - o Coverage for chiropractic treatments for employees only, in Group A & B, with a calendar year annual maximum of \$300.
 - o Coverage for physiotherapy and massage treatments for employees only in Group A & B, also with a calendar year annual maximum of \$300.
- Trustees of the Safeway Health & Welfare Trust also made improvements by reducing the eligibility requirement from 12 to 6 months for Grid B members.

CHARLES PRATT REPORTING ON LOBLAW ISSUES

- Several large RCSS grievance settlements for scheduling violations which ranged by store and department from 100 to 200 hours owing to our members. Representatives uncovered numerous violations often due to management not following members availability declarations or members

themselves making side deals with management to avoid having availabilities consistent with the requirements of the CBA.

- A number of grievances filed for Assistant Front End Managers whom were being paid incorrect rates of pay. Under the RCSS CBA, Assistant Managers are to be paid \$0.40 an hour over the top rate in the Department. After inquiry, it was found the employee had not calculated the rates of pay correctly, and this resulted in grievance payouts ranging from \$1,400 to over \$14,000.
- Update on meeting with Arbitrator/Mediator Chris Sullivan that took place November 14, 2019 on the issue of underwater scales and the increase to minimum wage. After resolving the scales that were grossly impacted, we noticed there were several classifications pay scales that were impacted in a minor way that were not addressed in Chris Sullivan's decision. After several meetings with Loblaw, an agreement was reached to treat those classifications in a similar manner to the classifications dealt with previously. Bakers, Meatcutters, Senior Pharmacy Assistants, Grand-fathered Pharmacy Techs, GM Specialists in both in and out of the GVRD and Optical Techs scales were all positively affected on the lower end of the respective scales. Changes come into effect June 1, 2019.

m / s / c to adopt the President's report as read

7. **Secretary-Treasurer's Report**

- The 2018 Audited Financial Statement was read.

m / s / c to adopt the Audited Financial Statement & Secretary-Treasurer's report as read.

8. **Guest Speaking – Murphy Fries from Koskie Glavin Gordon**

Please see attachment for her full notes.

- Employers requesting sick notes for single and short amounts of time off due to illness

9. **Bargaining Report**

- Bargaining concluded at No Frills in Trail. A deal was reached in March and ratified on March 18 & 19. Highlighted include fixing the wage scale so when minimum wage changes all employees would receive a raise. Part-time employees will now have access to some benefits that were previously only available to full-time employees.
- Bargaining commenced on May 1st for 2 days and continued May 28 and 29th at Peter's YIG in Kelowna. We're looking for improvements on part-time benefits and wage scales. Negotiations are moving well, and we will get into monetary items on the next dates of June 27 & 28th.
- Bargaining for YIG Davie Street was set to start May 30th for 2 days, but had to be cancelled due to unforeseen circumstances from both the Company and the Union Committees. Looking to reschedule in mid-June.
- Letters to bargain were sent to the following employers: Quesnel Extra Foods, Langley YIG, Aramark Delta, Salmon Arm No Frills, Wholesale Club province-wide.

9. **Education & Training Report**

- New Labour Community Advocate course that was booked for Feb. 12 & 13 had to be unexpectedly replaced with Resiliency course, followed by an overview on how Domestic Violence can affect workplaces. We also a First Aid, Bullying & Harassment and Transforming Assumptions course, a money skills course in Victoria and in Kelowna. While in Kelowna we also did an Introduction to Stewardship Program, and did the same program at our New Westminster Training Centre in February.
- Online courses are available through WebCampusPlus
- Executive Board members participated in a Mental Health course which was designed to identify mental health, reduce and eliminate stigma, cover accommodation and learn basic mental health first aid skills so that members can be better assisted during crisis.

10. **New Business**

- No new business.

5 questions taken by members on the call.

11. **Member Draw**

The draw was conducted electronically.

3 winners were picked; each receiving a \$100 gift card.

12. **Adjournment**

The meeting adjourned at 7:38 pm

Murphy Fries – Koskie Glavin Gordon

- Suzanne Hodge: At this time, I would like to introduce our special guest speaker, Murphy Fries. Murphy is one of our lawyers at Koskie Glavin Gordon. Murphy has been with the firm for 11 years and has handled numerous legal issues for us. Murphy spoke to us about cannabis in the workplace during our previous telephone town hall meeting in February. Tonight we have asked Murphy to talk for a while on the subject of employers requesting sick notes for single and short amounts of time off due to illness. So at this point, I will turn the discussion over to Murphy.
- Murphy Fries: Thank you, Suzanne, thank you for inviting me. Good evening, everyone. So I've been asked to speak to you about sick days and what kind of information your employer can legitimately demand from you and when. I understand that some employers might require that employees provide a doctor's note for taking just one single sick day. This causes real problems for employees, because if you have the flu and have to go sit in a doctor's office instead of resting at home for the day, your doctor's not going to be happy about that.
- Murphy Fries: The Canadian Medical Association has said that employers requiring sick notes for short term illnesses can introduce unnecessary public health risks, as patients who would otherwise stay home may spread viruses while out to get a sick note. This also adds to the load on the overburdened healthcare system and can result in longer wait times for patients.
- Murphy Fries: To answer the question: when can an employer demand a doctor's note, and what information is an employer entitled to? The starting point is that an employer is entitled to verify the validity of an absence due to illness, and this includes seeking confirmation from your doctor. However, arbitrators and the courts also recognized that privacy over medical and health information is one of the most significant privacy rights in Canadian society. The nature and amount of medical information an employer is entitled to will vary with the length of your absence and frequency of your absences. So the longer an employee's absent from work due to illness or injury, the more information the employer will be entitled to demand. Also, in situations where an employee has had frequent single day absences, particularly if taken before or after their regular days off, of work.
- Murphy Fries: Most arbitrators have found that an employer is not entitled to information about the specific diagnosis or details about treatment such as the prescribed medication. And other medical information an employer is not entitled to at the very early stages of an illness, first few days off, includes primary and secondary condition; past or similar condition; names of your specialists; specialty of the physician, such as whether it's a psychologist or oncologist, not entitled to that in the early days; is surgery required; is hospitalization required; is the condition obstetrical or pregnancy related; is the absence related to drugs or alcohol abuse; details of counseling sessions; copies of medical records, charts, or clinical notes. So note that at the early stages of an illness, as an absence grows longer or in more complex cases, the employer may be entitled to some of that information.
- Murphy Fries: But in the first few days of an absence, the employer is entitled to know only the general nature of your condition. For instance, stomach problems. But not the specific diagnosis. For example, the diagnosis for stomach issue could be a range of conditions such as irritable bowel disease, ulcer, or pregnancy. So employers are not entitled to that precise diagnosis if you've been absent for just a couple of days. In addition to the general nature of the condition, the employer is entitled to the employee's prognosis and expected return to work date, and whether the employee's compliant with the doctor's recommended treatment. But again, not the details of that treatment plan.

Murphy Fries: Even with one day absences, arbitrators have said that employees must prove their absence is legitimate. So the employer may be entitled to some basic confirmation of your illness from your doctor, such as a sick note. However, your collective agreement may expressly address in what circumstances your employer can require medical confirmation, and what kind of information. And many of your collective agreements do address this and put limits on the employer. It's very important, however, that you follow the fundamental labor law principle obey now, grieve later. It may turn out the employer's request is justified. For instance, even if you haven't been sick much, if you have other absences from work frequently for other reasons. Or it may turn out the request is not justified in the end, and then the union might grieve the employer's demand for medical information.

Murphy Fries: But if you refuse to provide a doctor's note when the employer demands it, you could be held out of service or face discipline for an unauthorized absence. So be sure to comply with that demand, provide the medical information, but please bring to the union's attention unreasonable demands for doctor's notes, such as if you were sick for only one day and you have an otherwise excellent attendance record, or if you think the employer has asked for too much medical information, such as the diagnosis or details about your treatment or medication.