



CONTRACT PROPOSALS

FOR

**LOBLAW INC.
REAL CANADIAN SUPERSTORES**

2026

The Union reserves the right to modify, add to, and/or delete from these proposals.

NOTES ON THIS DOCUMENT

This document represents the Union's proposals for a renewal of a Collective Agreement between the United Food and Commercial Workers Union, Local 247 ("the Union") and Loblaw Inc. ("the Employer") covering Real Canadian Superstores & Distribution Centres in British Columbia.

These proposals are presented subject to the following considerations set out in the Union's January 16, 2026, letter to the Employer, forming the basis for early bargaining:

1. The parties will be required to bargain in good faith in the manner set out in the BC Labour Relations Code;
2. The parties will commence bargaining in April 2026 and will commit to a ratification deadline of July 22, 2026, during which time either party may end their mutual agreement to the process for any reason and after which time the process will end;
3. The Employer recognizes that the Union intends to engage in bargaining strategies that will include heightened member participation and engagement, including a large bargaining committee and store-level activities aimed at communicating bargaining issues directly with members;
4. During the process, the parties will remain bound by the current terms of the Collective Agreement. For clarity, the Union will not have the right to strike, and the Employer will not have the right to lockout employees during this process;
5. Should either party walk away or fail to ratify the agreement by July 22, 2026, the full current Collective Agreement expiring in 2027 will continue unimpacted by this process;
6. The result of this negotiations process will constitute a renewal to the existing Collective Agreement, incorporating the new terms ratified by the parties.

Further, the following proposals are presented with consideration for the following:

- The Union reserves the right to modify, add to, and/or delete from these proposals.
- Agreement on any one matter is subject to agreement on an overall Collective Agreement. Such agreement is tentative until it is ratified by the parties' respective principals.
- Errors and Omissions Excepted (E&OE).

UP 1

ARTICLE 1 – BARGAINING AGENCY

Amend to add the following:

The Company will not contract out any work currently being performed by bargaining unit members during the life of the Collective Agreement.

UFCW 247 PROPOSAL

UP 2

ARTICLE 3 – UNION SECURITY

3.2 All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward to the Union office fully completed and signed. The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, their responsibility in regard to Union membership as supplied by the Union of this Agreement.

The Union proposes discussion and changes to the methods by which the Employer makes new employees aware of Union membership.

UP 3

ARTICLE 3 – UNION SECURITY

All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward to the Union office fully completed and signed.

Discussion on electronic membership applications

UFCW 247 PROPOSAL

UP 4

ARTICLE 3 – UNION SECURITY

Add new provision as follows:

Union Orientation

The Company agrees to allow a Shop Steward and/or a Union Representative or Union's designate thirty (30) minutes to do a Union orientation presentation for all employees who are hired after ratification.

This orientation time for all employees shall be treated as time worked for the Company and compensated. The orientation meeting shall take place in the conference/community room of the store at which the employees are employed, or, where mutually agreed to between the parties, virtually.

The Union agrees that these meetings shall take place during the Company's orientation presentations. However, if the Company's orientation training is discontinued, the Union orientation shall continue to take place.

Orientation shall occur within fourteen (14) working days of the commencement of employment.

Company Officials, Managers, and anyone excluded from the bargaining unit shall not be present at Union orientation meetings.

The Company agrees to work with the Union to facilitate this process.

UP 5

ARTICLE 5 – BASIC WORK WEEK AND TIME RECORDING

5.2 Time Sheets

a) The Employer shall provide a system 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, and such other recordings as may be required by the Employer. The Employer may elect to introduce other forms of time recording for payroll purposes and prior to doing so, shall meet with the Union in advance to advise of any changes. The Company shall not use personal information obtained for any reason other than that of time recording for payroll purposes or door access.

b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by this Article shall be penalized upon written authorization from the Union as follows:

- i) 1st violation - three (3) days' suspension without pay.
- ii) 2nd violation - one (1) week's suspension without pay.

Suspension shall be implemented within one (1) month of notification 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.

- iii) 3rd violation - two (2) weeks' suspension without pay.

Amend 5.2 b) as follows:

b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by this Article (**i.e., free timing**), **shall be investigated by the Employer** and will be penalized ~~upon written authorization from the Union~~ as follows:

- i) 1st violation - three (3) days' suspension without pay.
- ii) 2nd violation - one (1) week's suspension without pay.

Suspension shall be implemented within one (1) month of notification 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.

iii) 3rd violation - two (2) weeks' suspension without pay.

If it is found that the Employer has acquiesced to free timing, the above penalties will apply to the responsible member of management.

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UP 6

ARTICLE 6 - OVERTIME

Add a new Article 6.6 that reads:

Unscheduled overtime shall be offered by seniority and availability at the time the overtime is required, first to employees currently performing the work and then on a call-in basis to the rest of the bargaining unit. The Company agrees to accept valid reasons for an employee who refuses to work overtime.

UP 7

ARTICLE 10 – PREMIUM PAY

10.1 Night Premium (Retail Only)

Employees working between 10:00 pm and 5:00 am shall receive a premium of seventy-five cents (\$0.75) for each hour worked. Employees who commence a shift between 10:00 pm and 2:00 am shall receive the seventy-five cent (\$0.75) premium for their entire shift.

Increase Night Premium to \$2.00 for each hour worked.

Add language as follows:

The Employer agrees that, during the life of the Collective Agreement, it will not make schedule changes in such a way that it circumvents an employee's access to the premium.

UP 8

ARTICLE 10.3 TRAINING

10.3 Front End Training

Employees assigned to train new cashiers shall be paid a premium in addition to the regular rate of pay of fifty cents (\$0.50) per hour for time spent training.

Amend as follows:

10.3 ~~Front End~~ Training

Employees assigned to train **other employees** new cashiers shall be paid a premium in addition to the regular rate of pay of ~~fifty cents (\$0.50)~~ **one dollar (\$1.00)** per hour for time spent training.

UP 9

ARTICLE 11 - SCHEDULING

11.2 A copy of the completed master schedule with authorized time noted shall be posted by 6:00 pm Monday, following the end of the week, and shall remain posted until the new schedule is posted by 6:00 pm Wednesday.

The Company shall post a two (2) week work schedule for all employees not later than 6:00 p.m., Wednesday of each week for the following two (2) week period. Cancellation of shifts for the second week of the two (2) week schedule are permissible provided they are made prior to 6:00 p.m. on Wednesday of the first week of the two (2) week scheduling cycle.

The Union proposes the following changes to 11.2:

A copy of the completed master schedule with authorized time noted shall be posted by 6:00 pm Monday, following the end of the week, and shall remain posted until the **next master schedule is posted**, ~~new schedule is posted by 6:00 pm Wednesday.~~ **A copy of the original posted schedule, prior to any changes, will be attached for comparison.**

All changes shall be noted on the schedules along with the nature of the change (i.e., SM, Call-in, Swap, etc.)

The Company shall post a two (2) week work schedule for all employees not later than 6:00 p.m., Wednesday of each week for the following two (2) week period. **[New Paragraph]**

Cancellation of shifts for the second week of the two (2) week schedule are **only** permissible provided they are made prior to 6:00 p.m. on Wednesday of the first week of the two (2) week scheduling cycle. **For clarity, no scheduled shifts will be cancelled after this deadline.**

The parties agree that the posted wall schedules are the official schedules. Notices related to scheduled hours may be shared through digital means (i.e. Apps), but such notices are unofficial and shall not be relied upon for any purpose under this Collective Agreement.

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UP 10

ARTICLE 11 - SCHEDULING

11.6 Employees will be required to work no more than four (4) hours on the express checkout or the U Scan till in any one day, except in the case of an emergency or by mutual agreement.

The Union proposes to discuss guidelines and reach agreement on language to provide for appropriate staffing of the U Scan areas.

UP 11

ARTICLE 11 - SCHEDULING

1.11 Call Ins In the event an employee is to be called in to work hours that they have not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

The Union proposes provisions to require call-in shifts by seniority.

UP 12

ARTICLE 11 - SCHEDULING

11.13 Full-Time Availability

A full-time employee who may be scheduled a shift that ends between 6:00 pm and 11:00 pm will be able to submit a request for one evening off Monday to Thursday, for a period of up to twelve (12) weeks up to three (3) times per calendar year. Arrangements for this shall be made by mutual consent between the Employer and the Department Manager.

Amend as follows:

11.13 Full-Time Availability

A full-time employee who may be scheduled a shift that ends between 6:00 pm and 11:00 pm will be able to submit a request for one evening off Monday to Thursday, for a period of up to twelve (12) weeks up to **four (4)** times per calendar year. Arrangements for this shall be made by mutual consent between the Employer and the Department Manager.

UP 13

ARTICLE 11 – SCHEDULING

Introduce a new provision to provide for the following:

Restricting Night Shift for Senior Employees

The Company will not schedule employees with twenty-five (25) or more years of service on the night shift, unless by mutual agreement. This will not impact an employee's scheduling status (i.e., anytime, restricted, full-time, etc.).

Senior employees will be given preferential consideration for employment during regular store hours, rather than night shift.

If an existing full-time employee working days must be moved to a night shift, the Company will first ask for qualified volunteers among the full-time employees in the affected classification in the same store.

UP 14

ARTICLE 11 – SCHEDULING

Introduce a new provision to provide for the following:

Confirming Anytime Status

The Employer will take all steps necessary to confirm the accuracy of whether an employee is truly available Anytime or Restricted. Practices like “sweet hearting” are prohibited.

UP 15

ARTICLE 13 – GENERAL HOLIDAYS

13.1 The following days shall be paid General Holidays:

New Year's Day	Labour Day	Family Day	Thanksgiving Day
Good Friday	Remembrance Day	Victoria Day	Christmas Day
Dominion Day	Boxing Day	1 st Monday August	

and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holidays proclaimed.

Amend as follows:

13.1 The following days shall be paid General Holidays:

New Year's Day	Labour Day	Family Day	Thanksgiving Day
Good Friday	Remembrance Day	Victoria Day	Christmas Day
Dominion Day Canada Day	Boxing Day	1 st Monday August BC Day	

National Day for Truth and Reconciliation

and all other public holidays proclaimed by the ~~Federal Dominion~~, Provincial or Municipal Governments; ~~provided, that all other major grocery stores close on any such holidays proclaimed.~~

UP 16

ARTICLE 13 – GENERAL HOLIDAYS

Add New 13.11 as follows:

13.11 Hours of work on a General Holiday shall be offered to employees by seniority.

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UP 17

ARTICLE 14 – RELIEF WORK & ASSISTANT DEPARTMENT MANAGER

14.2 Any employee assigned to relieve the following Department Managers for a period of more than two (2) days shall be paid the following premium for such positions for all time so employed:

- General Merchandise Department Manager Seventy-five cents (\$0.75) per hour
- Food Department Manager One dollar (\$1.00) per hour
- Distribution Department Manager One dollar (\$1.00) per hour
- Office Department Manager Seventy-five cents (\$0.75) per hour

Premium pay for relieving the above Department

Amend so that premiums for GM and Food Department relief are increased to one dollar and twenty-five cents (\$1.25) per hour

UP 18

ARTICLE 14 – RELIEF WORK & ASSISTANT DEPARTMENT MANAGER

14.3 Assistant Department Manager

To enhance the Company's ability to develop Management staff, there shall be created the position of Assistant Department Manager. The Assistant Department Manager shall be:

- a) filled by available anytime individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
 - b) required to provide all relief for Department Manager; The rate for current incumbents shall be forty cents (\$0.40) per hour over the top in the Department. Persons promoted after ratification shall be paid a rate of twenty dollars (\$20.00) per hour until their class hours provide for an increase on the applicable progression scale above twenty dollars (\$20.00), at which point they would be paid forty cents (\$0.40) per hour above their rate of pay;
 - c) when not relieving, receiving hours equal to but not more than the senior employee in the Department. In cases where this required availability is not being met, the Company may elect to demote the Assistant Department Manager to their former position.
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Amend 14.3 b) as follows:

b) required to provide all relief for Department Manager; The rate for current incumbents shall be forty cents (\$0.40) per hour over the top in the Department. Persons promoted after ratification **July 22, 2022, shall receive not less than forty cents (\$0.40) per hour more than the on-scale end rate of pay on the applicable wage progression** ~~shall be paid a rate of twenty dollars (\$20.00) per hour until their class hours provide for an increase on the applicable progression scale above twenty dollars (\$20.00), at which point they would be paid forty cents (\$0.40) per hour above their rate of pay;~~

UP 19

ARTICLE 18 - VACATIONS

The Union proposes discussion and language addressing the following in respect of vacation selection:

- Introduction of a two-step vacation selection process for the calendar year such that it would allow employees the opportunity to book vacation earlier in the year.
- Transition full-time employees to a calendar year vacation entitlement.
- Clarify in the language that the Collective Agreement does not allow managers to implement a vacation request “blackout.”

UP 20

ARTICLE 20 – FUNERAL AND BEREAVEMENT LEAVE

20.1 In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of absence shall be up to three (3) days at the discretion of the Employer. The term “immediate family” shall mean: spouse, parent, child, brother, sister, step-mother, step-father, step-son, step daughter, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grand-mother, grandfather, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother, child, step-parent or step-child, the employee shall be entitled to up to one (1) week leave of absence with pay.

Employees may “split” either the three (3) days or one (1) week to cover off both bereavement and time to attend the funeral [i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral].

20.2 Part-time employees time off with pay shall be calculated on a prorated basis of hours worked during the twelve (12) weeks prior to the week the funeral leave was taken.

20.3 Requests for additional unpaid travel time or additional unpaid funeral leave will be considered.

20.4 An employee’s day off will not be used to circumvent funeral or bereavement leave provisions. This leave may be extended for up to five (5) days by using vacation time and/or other unpaid leave.

Amend 20.1 as follows:

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral **or celebration of life event**. ~~The length of absence shall be up to three (3) days at the discretion of the Employer.~~

The term “immediate family” shall mean: spouse **or interdependent partner, including same sex partner**; parent; **guardian**; child; **sibling**; ~~brother, sister~~ **step-parent**; ~~step-mother, step-father,~~ **step-child**; ~~step-son, step daughter,~~ **step-sibling**; ~~step-brother, step-sister,~~ **parent-in-**

law; sibling-in-law, or child-in-law; ~~or mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law,~~ **grandparent;** ~~grand-mother, grandfather,~~ **grandchild;** and ~~grandchildren,~~ or any relative living in the household of the employee.

In the case of death of **an employee's spouse or interdependent partner, parent, guardian,** ~~father, mother, child, step-parent or step-child,~~ the employee shall be entitled to ~~up to~~ one (1) week leave of absence with pay. **In the case of death of an employee's sibling, step-sibling, sibling-in-law, child-in-law, grandparent, grandchild, or any relative living in the household of the employee, the employee shall be entitled to three (3) days' leave of absence with pay.** In the ~~case of death event of the demise of an employee's parent's sibling or a sibling's child,~~ an ~~aunt or uncle, nephew or niece,~~ an employee will be granted one (1) day leave of absence with pay ~~to attend the funeral.~~

Employees may "split" either the three (3) days or one (1) week to cover off both bereavement and time to attend the funeral [i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral].

UP 21

ARTICLE 23 – LEAVE OF ABSENCE

The Union proposes the following:

The parties will undertake a review of all Leaves of Absence in the Collective Agreement to ensure:

- Leaves available under the BC *Employment Standards Act* are included in the Collective Agreement;
- The provisions of all leaves of absence in the Collective Agreement meet or exceed the provisions of the BC *Employment Standards Act*.

UP 22

ARTICLE 23 – LEAVE OF ABSENCE

Add new 23.6 as follows:

23.6 Education Leave

Employees with one (1) or more years of service with the Company may be granted an education leave of absence for up to one (1) semester per calendar year. Leave of absences must not be concurrent unless approved by the Company.

The employee must have made application to attend an accredited educational institution or program.

All educational leaves of absence will be approved at the Company's discretion. The leave of absence shall terminate should the employee cease to attend the institution or program for which the leave was granted.

The employee(s) will not form part of "the Group" in Article 30.9 while on a leave of absence.

UFCW 247 PROPOSAL

UP 23

ARTICLE 23 – LEAVE OF ABSENCE

Add new 23.7 as follows:

23.7 Addiction and Recovery Leave

Employees may confidentially request an unpaid leave of absence to support their recovery from addiction, including substance dependence. Such requests shall be made directly to the Human Resources Department, with or without the assistance of the Union Representative.

Leave taken under this provision shall not exceed ten (10) shifts per calendar year unless additional special leave is approved by the Employer.

In the event the employee enters an inpatient treatment facility, such leave shall be granted for a period of up to three (3) months. Upon completion of the inpatient program, the employee is required to contact the Employer to discuss the accommodation process.

The parties recognize the stigma associated with requesting such a leave. Therefore, the parties commit to taking all necessary precautions to protect the privacy of the employee.

Within 60 days of the ratification of this agreement, the Union and the Employer will meet to discuss resources and best practices in handling such accommodation requests.

UP 24

ARTICLE 24 – UNION’S RECOGNITION OF MANAGEMENT’S RIGHTS

The Union proposes removal of this Article in its entirety.

UFCW 247 PROPOSAL

UP 25

ARTICLE 25 – STORE VISITS AND BULLETIN BOARDS

25.1 Third Paragraph reads:

Union representatives may request copies of payroll records including work schedules. Specific requests should be made to the Labour Relations Department.

Amend Third Paragraph of 25.1 as follows:

Union representatives ~~may request~~ **will be provided** copies of payroll records, including work schedules **and employee availability records**. Specific requests should be made to the Labour Relations Department.

UP 26

ARTICLE 26 - MISCELLANEOUS

26.9 Safety Footwear - Retail

Retail Full Time receivers and Full Time Grocery clerks who are required to wear steel-toed safety footwear will be paid an allowance of fifty dollars (\$50.00) per year towards the cost. The Employer and the Union will source suppliers of safety footwear. The parties will then meet and select a suitable supplier with the lowest cost option considering the discount the Employer is able to negotiate to purchase the footwear. Safety shoes must be Canadian Standards Approved (CSA).

Amend Article 26.9 to provide for the following:

- Increase allowance and extend to all those required to wear safety footwear.
- Clarify that those without safety footwear shall not be asked to perform work where safety footwear is a requirement under OHS Regulations or equipment manuals.

UFCW 247 PROPOSAL

UP 27

ARTICLE 26 - MISCELLANEOUS

Add new provision as follows:

Clothing

The Employer will provide appropriate clothing to Employees for work in the freezer or refrigerated areas.

The Employer will provide warm clothing and rain gear to all employees assigned to perform outdoor work.

Such clothing shall be maintained by the Employer in clean and good repair.

UP 28

ARTICLE 26 - MISCELLANEOUS

26.3 Employee Relations Committee (ERC)

There shall be an Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. The meetings will be held as needed, at the request of either party, at a store or otherwise mutually agreed location.

The committee will include up to six (6) bargaining unit employees or their designates. Subjects addressed may include health and safety, housekeeping and maintenance.

Issues that arise between meetings may be presented in writing to management or the Union. The Company will reply in writing or determine that an additional E.R.C. meeting is necessary.

The existence of this committee will not affect employee's rights under Article 31.

Amend to enable the ERC to deal with the following:

Province-wide approach to dealing with customer abuse situations to work towards:

- Reviewing existing initiatives of the Employer and evaluate their effectiveness
- Comparing standards and identifying problem areas/stores
- Working towards JHSC effectiveness and compliance
- Developing initiatives to improve safety of staff, including working with law enforcement

UP 29

ARTICLE 26 - MISCELLANEOUS

Introduce a new provision as follows:

Workplace Operational and Technological Changes

The Employer will take into consideration the perspectives of employees when implementing operational or technological changes that impact the working environment for employees.

The Employer shall provide the Union with at least sixty (60) days' written notice prior to when a final decision is made on a proposed operational or technological change. Lesser notice may be provided when urgent issues emerge.

The Employer agrees that it will disclose to the Union:

- The nature of, and rationale for, the change;
- The potential impacts on employees, including any impact assessment carried out, if required, for example, under health and safety legislation; and
- The anticipated time for implementation of the change.

During the notice period, The Union will be permitted the opportunity to discuss the proposed operational or technological change with bargaining unit members and provide the Employer with considerations from an employee's perspective, which may include alternatives.

The Employer agrees to give sincere consideration to submissions from the Union and will provide a written reply to the Union addressing employee concerns before a final decision has been made.

The Application of the consultation process in this Article is subject to the Grievance and Arbitration provisions of this Collective Agreement. The final decision, provided it is consistent with the terms of this Collective Agreement, is not subject to the Grievance and Arbitration provisions of this Collective Agreement.

UP 30

ARTICLE 26 - MISCELLANEOUS

Introduce a new provision to address the following concerns:

Customer Surveys (e.g., OSAT)

Employees complain of the following with respect to customer surveys:

- Customer surveys agitate customers and employees in an already challenging work environment;
- Pressure on employees is unreasonable, inequitable and puts additional pressure on Front End employees in particular;
- Some members are directed to do surveys, while other members are not permitted to do so, depending on who the manager believes will gather favourable results;
- Managers engage in pressure tactics that intrude on employees' work and personal time, including repeated emails, public shaming, threats of discipline, and more if they cannot reach arbitrary metrics;
- Even when hours are being cut, and members are struggling to meet the operational demands of the employer and the expectations of customers, some managers are specifically assigning staff to do OSAT exclusively;
- Members are told to only collect 5s, impacting the validity of the survey results;
- OSAT has a significant negative impact on employee morale.

UP 31

ARTICLE 26 - MISCELLANEOUS

Add new provision to provide for the following:

Right to Disconnect from Work

The Employer will ensure that employees are free from the performance of work (i.e., receiving, reviewing, and responding to operational messages, phone calls, emails, etc.) when they are not being paid by the Employer.

If this provision is not observed by Management, the minimum pay provisions of this agreement will apply.

UP 32

ARTICLE 26 - MISCELLANEOUS

Add new provision to provide for the following:

Protection of Employee Privacy

The Employer acknowledges its responsibilities under the *Personal Information Protection of Act of BC (PIPA)* and the importance of confidentiality.

While employees may be required to share their personal information pursuant to their employment and the terms of this Collective Agreement, it is understood that no employee shall be obligated to share their personal information with other employees.

It is further understood that the Employer has a responsibility to protect employee personal information it receives pursuant to the employment relationship and to not disclose personal information beyond that relationship.

When an employee has provided information to the employer in confidence (i.e. in requesting a leave of absence or requesting an accommodation), such information will be kept confidential and will only be shared with other managers on a need-to-know basis.

This will include restricting the Employer's use of social media apps and group chats on platforms such as WhatsApp or similar.

UP 33

ARTICLE 28 - PHYSICAL EXAMINATIONS

28.1 Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.

28.2 Where the Employer requires an employee to have a Modified Work Form completed specific to a WCB claim, the Company will reimburse the employee, to a maximum of sixty dollars (\$60.00), provided a valid, paid receipt is presented and the form is returned in a timely manner as determined by the Company. Employees will cooperate with the Employer in this regard.

28.3 Employees applying for Short Term Disability (STD) or WCB Benefits must cooperate with the Employer specific to the timely return of modified duties work forms and where medically permitted, cooperatively participating in a modified return to work program.

Amend as follows:

28.1 Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.

28.2 Where the Employer requires an employee to have a ~~Modified Work Form~~ **medical certificate or form** completed specific to a WCB claim, the Company will reimburse the employee, to a maximum of **one hundred dollars (\$100)**, ~~sixty dollars (\$60.00)~~, provided a valid, paid receipt is presented and the form is returned in a timely manner as determined by the Company. **The Employer will be reasonable in requesting employee medical information and will only do so when necessary to fulfill its duty to accommodate under human rights legislation.** Employees will cooperate with the Employer in this regard.

28.3 Employees applying for Short Term Disability (STD) or WCB Benefits must cooperate with the Employer specific to the timely return of modified duties work forms and where medically permitted, cooperatively participating in a modified return to work program. **Similarly, pursuant to human rights legislation, the Employer has the duty to accommodate employees to the point of undue hardship.**

UP 34

ARTICLE 30 - SENIORITY

30.7 Availability

Restricted Retail Store employees hired after July 3, 2004, must be available to work during the week (Sunday to Saturday) a minimum of three (3) days in five (5) hour blocks, one of which must be an evening or weekend.

Amend the above portion of 30.7 as follows:

30.7 Availability

Restricted Retail Store employees hired after July 3, 2004, must be available to work during the week (Sunday to Saturday) a minimum of three (3) days in five (5) hour blocks, one of which must be an evening (**defined as any shift that ends on or after 19:00 hrs**) or weekend.

UP 35

ARTICLE 30 - SENIORITY

30.7 Anytime part-time employees are able to declare themselves unavailable for either:

i) a period of up to eight (8) consecutive hours between 00:00 hrs. Monday and 24:00 hrs. Thursday and be in the same block of time each week; or

ii) a period of five (5) consecutive hours between 00:00 Friday and 24:00 hrs. Sunday and be in the same block of time each week and still be considered available anytime for scheduling purposes.

All employees exercising this option must do so at the time they declare their availability. These restrictions will be awarded based on seniority and the Company may limit the number of restrictions.

Amend the above portion of 30.7 as follows:

Anytime part-time employees are able to declare themselves unavailable for either:

i) a period of up to eight (8) consecutive hours between 00:00 hrs. Monday and 24:00 hrs. Thursday and be in the same block of time each week; ~~or~~ **and**

ii) a period of five (5) consecutive hours between 00:00 Friday and 24:00 hrs. Sunday and be in the same block of time each week and still be considered available anytime for scheduling purposes.

All employees exercising this option must do so at the time they declare their availability. These restrictions will be awarded based on seniority and the Company may limit the number of restrictions. **Such blocks shall be noted on the wall schedules.**

UP 36

ARTICLE 30 - SENIORITY

30.5 Promotions

The two (2) divisions of the Company (Real Canadian Superstore and Western Grocers) shall be considered separate for the purposes of seniority. Promotions and vacancies shall be filled by department on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Existing full-time employees who have requested relocation to another store, will be given first opportunity to fill any full-time vacancy within their department. In the event that there are no such requests for transfer, full-time vacancies shall be filled by department on an area-wide basis.

Employees wishing to be considered for full time in any BC Real Canadian Superstore location, outside their home store can send an email to brcssftjobs@loblaw.ca and cc: loblawft@ufcw247.com indicating which store(s) they would be prepared to work in.

The Company will post a notice in June and January to remind employees of the process.

New hires will be informed of the full-time application process at their orientation session.

Amend as follows:

30.5 Promotions

The two (2) divisions of the Company (Real Canadian Superstore and Western Grocers) shall be considered separate for the purposes of seniority. Promotions and vacancies shall be filled by department on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

In the event of a full-time vacancy, the vacancy will be filled using the following process:

1. **Offering the vacant full-time position to existing full-time employees within their department who have requested relocation from another store.** Existing full-time employees who have requested relocation to another store, will be given first

opportunity to fill any full-time vacancy within their department. In the event that there are no such requests for transfer, **then;**

2. **Offering the vacant full-time position by department on an area-wide basis.** Full-time vacancies shall be filled by department on an area-wide basis. **In the event that the position remains unfilled, then;**
3. **Offering the vacant full-time position to employees who have made a written request to be considered full-time.** Employees wishing to be considered for full time in any BC Real Canadian Superstore location, **whether inside or** outside their home store, ~~can~~ **shall make such request by sending** send an email to bcrsftjobs@loblaw.ca and cc: loblawft@ufcw247.com indicating which store(s) they would be prepared to work in.

When a full-time position has been filled, the Employer will notify the Union of the successful candidate along with a listing of the senior candidates who were not granted the position and the reasons why they were not selected.

The Company will post a **permanent** notice in June and January to remind employees of the process.

New hires will be informed of the full-time application process at their orientation session.

UP 37

ARTICLE 30 – SENIORITY

30.11 Guarantee of Hours

The following items (a) and (b) shall apply only to the Front-End Department of all stores.

a) Article 30.7 notwithstanding, the senior forty percent (40%) of the employees in the Front-End Department, hereinafter called “the Group”, shall be scheduled as follows:

1. the senior one third (1/3) of “the Group” shall receive twenty-eight (28) hours or better, per week;
 2. the next most senior one-third (1/3) of “the Group” shall receive twenty-four (24) hours or better, per week;
 3. the least senior one-third (1/3) of “the Group” shall receive twenty (20) hours or better, per week.
-

Amend to increase the Guarantee of Hours for all eligible members.

UP 38

ARTICLE 30 – SENIORITY

30.12 Employees, who request in writing and are granted a specific day(s) off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than two (2) requests to a maximum of two (2) days each per four (4) week calendar period. It is understood that the above shall be subject to operational requirements and the employee's restriction. The above will not restrict a Department Manager from granting additional days off.

Amend 30.12 as follows:

Employees, who request in writing and are granted a specific day(s) off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than **three (3)** ~~two (2)~~ requests to a maximum of two (2) days each per four (4) week calendar period. It is understood that the above shall be subject to operational requirements and the employee's restriction. The above will not restrict a Department Manager from granting additional days off.

UP 39

ARTICLE 31 - GRIEVANCES

31.3 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in their absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

Amend 31.1 as follows:

31.3 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in their absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

A "disciplinary interview" is defined as a meeting with an employee where the **matter being discussed could lead to discipline.** ~~Employer is intending to discipline the employee.~~ **The Employer will give advanced notice to the employee about the nature of the meeting and advise them of their right to a shop steward and/or witness so as to allow the employee the opportunity to select the appropriate witness. Failure to adhere to this Article is a violation of the Collective Agreement and will render the discipline null and void *ab initio*.**

UP 40

ARTICLE 31 - GRIEVANCES

31.7 Disciplinary reprimands and suspensions which predate twenty-four (24) months of continuous discipline free employment shall not be used in any disciplinary action after that time.

Amend 31.7 as follows:

Disciplinary reprimands and suspensions which predate ~~twenty-four (24)~~ **twelve (12)** months of continuous discipline free employment **will be removed from the employee's personnel file** and shall not be used in any disciplinary action after that time.

UP 41

ARTICLE 31 - GRIEVANCES

Add NEW 31.6 as follows:

31.6 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

UFCW 247 PROPOSAL

UP 42

ARTICLE 31 - GRIEVANCES

Add NEW 31.7 as follows:

31.7 Employee Statements

No employee shall be disciplined for declining to provide a written statement in situations in which they are under duress or have been denied the opportunity to first consult with a Shop Steward or Union Representative. This shall not be construed as insubordination.

UP 43

ARTICLE 31 - GRIEVANCES

Discuss progressive discipline, including its purpose and practical concerns, and outline the steps along the discipline process.

UFCW 247 PROPOSAL

UP 44

ARTICLE 35 – DENTAL, HEALTH AND WELFARE BENEFIT TRUST FUND

Amend Article to provide for the following:

- Review usage and Trustee recommendations
- Increase Employer contributions to promote the Plan's sustainability and improvements

UFCW 247 PROPOSAL

UP 45

ARTICLE 36 – SICK LEAVE

Sick Notes

The Employer will not require Doctor's certificates from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; OR
 2. The duration of the absence, or circumstances surrounding the absence, require justification.
-

Amend to provide for the following:

36.4 Sick Notes

The Employer will not ask for a written note from a health professional for the first two health-related absences of up to five consecutive days each within any given calendar year. The Employer may ask for a written note if there is an established pattern of absences and the employee has been formally advised a medical note will be required in the future.

~~The Employer will not require Doctor's certificates from employees unless:~~

- ~~1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future; OR~~
- ~~2. The duration of the absence, or circumstances surrounding the absence, require justification.~~

UP 46

ARTICLE 36 – SICK LEAVE

Add new provision to provide for the following:

Administration of Sick Leave

When an employee has taken sick leave, the Employer will record and pay the time off as paid sick leave, unless the employee has requested otherwise.

UP 47

ARTICLE 37 – EXPIRATION AND RENEWAL

Discuss duration

UFCW 247 PROPOSAL

UP 48

ARTICLE 38 - PENSION

Update the language as per the Plan requirements.

UFCW 247 PROPOSAL

UP 49

ARTICLE 39 – EDUCATION AND TRAINING FUND

The Employer agrees to contribute ten cents (\$0.10) per hour for every hour worked by members of this UFCW 247 Bargaining Unit, based on Dental Plan hours, to the United Food & Commercial Workers, Local 247 Education & Training Fund.

Amend Article 39 to increase contribution level by two cents (\$0.02) over the term of the Collective Agreement.

UP 50

ARTICLE 41 – PERSONAL ASSURANCE OF FULL TIME EMPLOYMENT

The Company will renew the assurance to maintain full-time employment for all bargaining unit employees in the Real Canadian Superstores in the province of British Columbia who are at full-time status at the date of ratification (Sunday, June 14, 2015). Declining a transfer as a full-time employee may be cause for demotion to part-time status as determined by the Company.

Sub-article 30.4 (n) shall not apply in cases of having to move to maintain a full-time position.

The current full-time percentage will be maintained for the life of the current agreement at sixteen percent (16%) (Retail), Marine Drive Warehouse – thirty-five percent (35%), Pitt Meadows Warehouse – forty percent (40%). The assurance of full-time employment may require moving to another location and/or department in the bargaining unit as determined by the Employer. The assurance of full-time employment will not apply in the case of a just cause dismissal or in the case of an Assistant Department Manager if demoted.

With respect to the Western Grocers facilities, an employee who is required to move to another facility to maintain full-time status will be offered the first opportunity to return to his original location should a full-time vacancy occur within six (6) months of the date of the original move.

Amend Article 41 as follows:

The Company will renew the assurance to maintain full-time employment for all bargaining unit employees in the Real Canadian Superstores in the province of British Columbia who are at full-time status at the date of ratification **[Insert Date of Ratification]** (~~Sunday, June 14, 2015~~). Declining a transfer as a full-time employee may be cause for demotion to part-time status as determined by the Company.

Sub-article 30.4 (n) shall not apply in cases of having to move to maintain a full-time position.

The current full-time percentage will be maintained for the life of the current agreement at ~~sixteen percent (16%)~~ **twenty-five percent (25%)** (Retail), Marine Drive Warehouse – thirty-five percent (35%), Pitt Meadows Warehouse – forty percent (40%). The assurance of full-time employment may require moving to another location and/or department in the bargaining unit as determined by the Employer. The assurance of full-time employment will not apply in the case of a just cause dismissal or in the case of an Assistant Department Manager if demoted.

With respect to the Western Grocers facilities, an employee who is required to move to another facility to maintain full-time status will be offered the first opportunity to return to his original location should a full-time vacancy occur within six (6) months of the date of the original move.

UFCW 247 PROPOSAL

UP 51

ARTICLE 45 – CUSTOMER RUDENESS

There shall be zero tolerance for customer rudeness, impropriety, and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

Amend Article 45 as follows:

There shall be zero tolerance for customer rudeness, impropriety, and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

The Employer will take all necessary steps to ensure all employees and managers are trained and made aware of workplace violence mitigation measures set out in the Violence Risk Assessment & Prevention Program for each retail store.

The Employer will post Emergency Response codes in each department where they can be seen by employees. The Employer will ensure that each employee is sufficiently trained in the use of such codes, and that management is sufficiently equipped to respond to such emergencies.

UP 52

ARTICLE 49 – OPTICAL TECHNICIAN

Amend as follows:

- Remove Article 49
- Provide a letter from the Employer stating that, should they reintroduce an Optical Department, it will become part of the Bargaining Unit.

UP 53

LETTERS OF UNDERSTANDING

Review Letters of Understanding:

LETTER OF UNDERSTANDING #1 Additional Department Managers - Renew

LETTER OF UNDERSTANDING #2 Exclusions - Update and Renew

LETTER OF UNDERSTANDING #3 Health & Safety Committee – Retail - See UP 54

LETTER OF UNDERSTANDING #4 Section 50 (2) and (3) - Renew

LETTER OF UNDERSTANDING #5 Courtesy Clerks - Renew

LETTER OF UNDERSTANDING #6 Uniform Clothing Allowance - Renew

LETTER OF UNDERSTANDING #7 Respect and Dignity - Renew

LETTER OF UNDERSTANDING #8 Shift Change – Day to Night / Night to Day - Renew

LETTER OF UNDERSTANDING #9 4 Day Work Week - Renew

LETTER OF UNDERSTANDING #10 Merging of Departments - Renew

LETTER OF UNDERSTANDING #11 Contracting Out and Job Security - See UP 1

LETTER OF UNDERSTANDING #12 Minimum Wage Adjustment - See UP 61

LETTER OF UNDERSTANDING #13 Buyouts - Renew

LETTER OF UNDERSTANDING #14 Four Hour Gap - Delete

LETTER OF UNDERSTANDING #15 Guarantee of Hours - See UP 37

LETTER OF UNDERSTANDING #16 Shift Marketplace - See UP 56

LETTER OF UNDERSTANDING #17 Shift Swap - See UP 57

LETTER OF UNDERSTANDING #18 Full Time Scheduling Flexibility - Discuss

LETTER OF UNDERSTANDING #19 Hired at Two (2) Corporate Stores - Discuss

LETTER OF UNDERSTANDING #20 Part-time Cross-Training - See UP 58

LETTER OF UNDERSTANDING #21 Single Day Vacation - See UP 59

LETTER OF UNDERSTANDING #22 Part-Time Day Vacation - Discuss

LETTER OF UNDERSTANDING #23 Work Experience Program - See UP 60

LETTER OF UNDERSTANDING #24 Four Day Work Week Trial - Delete

LETTER OF UNDERSTANDING #25 Front End - Renew

**LETTER OF UNDERSTANDING RE SHIFT MARKEPLACE AND PART-TIME CROSS-TRAINING - See
UPs 56 and 58**

UP 54

LETTERS OF UNDERSTANDING 3: HEALTH AND SAFETY COMMITTEE – RETAIL

A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for each Retail operation. The Union and Management shall each appoint two (2) committee members and one (1) alternate member for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location. The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting which shall be held on Company time.

Amend as follows:

A Health and Safety Committee shall be established as required under the ~~Industrial Health and Safety Regulations~~ **BC Workers' Compensation Act and Occupational Health and Safety Regulations** for each Retail operation. The Union and Management shall each appoint two (2) committee members and one (1) alternate member for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location.

The Company shall not have the authority to remove or replace a Union appointee.

The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting which shall be held on Company time.

Committee members will be paid for actual time spent at scheduled meetings and performing investigations and inspections.

Each Health and Safety Committee member is entitled to eight (8) hours of paid leave each year to attend occupational health and safety training courses. Such courses will be provided by the Workers' Health and Safety Centre.

The Union or any employee may bring to the attention of the Company any health and safety concerns, and such issues will be documented and addressed by the Committee. The Company will act expeditiously in responding to any health and safety concerns raised.

Meeting minutes shall be posted in the store within fourteen (14) calendar days, and meeting minutes covering the most recent three (3) months' period shall remain posted.

Copies of meeting minutes shall be provided to the Union Representative at the time they are posted in the store.

Employer Incident Investigation Reports required to be submitted to WorkSafeBC pursuant to the Act shall be provided to the Union upon request.

A Union Representative or their designate shall have the right to attend Health and Safety Committee meetings to support and coach the employee representatives if they provide prior notice of their attendance to the Store Manager and Labour Relations.

The names of committee members shall be posted in the workplace in places accessible to employees so that all employees can identify their Health and Safety Committee members.

Although employee representatives will be involved in identifying violations of safety procedures, they will not be involved in the discipline of employees.

UP 55

LETTER OF UNDERSTANDING 7 – RESPECT AND DIGNITY

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 31. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 32. In the event the arbitrator finds that a violation of this letter has occurred, they will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining their view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

Amend to add the following to the existing provision:

Employees are entitled to a workplace free from bullying and harassment, which shall include behaviour from customers or members of the public attending the workplace.

UP 56

LETTERS OF UNDERSTANDING 16: SHIFT MARKETPLACE

The Union proposes the following language with respect to Shift Marketplace:

When shifts are added to Shift Marketplace by employees, there shall be a waiting period of two (2) hours before the shift can be awarded, and the shift shall be awarded to the senior member who claimed the shift.

The Employer will not add shifts to Shift Marketplace that could have been scheduled in accordance with the scheduling and seniority provisions of this Collective Agreement.

Shift Marketplace shall not be used to manipulate an employee's availability status (i.e., "anytime" or "restricted") and any such instance in which the Employer has permitted such use shall be subject to the Grievance and Arbitration provisions of this Collective Agreement.

Schedules where changes have occurred through the use of Shift Marketplace will have such changes clearly noted as 'SM.'

The Employer will expeditiously resolve UX and system issues that could exclude members from accessing Shift Marketplace.

The Union proposes discussion and language to provide for:

- A configuration of the workweek for senior Anytime employees such that they are provided a reasonable opportunity to participate in Shift Marketplace.

Integrate the following into the LOU:

Where the Company has decided to initiate a call in:

- If more than twenty-four (24) hours remain before the designated shift commencing, the Company, at its discretion, may use a variety of methods, such as but not limited to the following:
 - Make the shift available via Shift Marketplace,
 - Initiate a Shift Pick Up (Call In)
- If twenty-four (24) hours or less remain before the designated shift commencing, the Company shall use Shift Pick Up (Call In).

UP 57

LETTER OF UNDERSTANDING 17 – SHIFT SWAP

SHIFT SWAP – Part-time Scheduling Flexibility (In Store)

Part-time employees can SWAP shifts of equal or different lengths by mutual consent and without regard to seniority. Shift swap requests remain subject to approval by the Department Manager or designate.

Amend as follows:

Part-time employees can ~~SWAP~~ **swap** shifts of equal or different lengths by mutual consent and without regard to seniority. ~~Shift swap~~ requests remain subject to approval by the Department Manager or designate.

UP 58

LETTERS OF UNDERSTANDING 20 – PART-TIME CROSS-TRAINING

Add new language as follows:

An on-going list of employees who have requested to be cross-trained in each department shall be posted in the workplace for employees to review, and a copy will be provided to the Union Representative upon request.

The Employer will ensure that adequate training will be provided to employees before they can be designated as cross-trained in a non-primary department.

Integrate the following points to the LOU:

An employee may access additional scheduled hours outside of their primary department by actively participating in the Part Time Cross Training program.

It is understood that, in order to access these additional hours in the secondary department (either directly scheduled or through Shift Marketplace): the employee:

- The employee must have applied via Workday to the Cross-Training program,
- A need has been established by the company (with the intent of ongoing hours scheduled in the secondary department), and
- The employee has been designated by the Company as a cross-trained employee in the secondary department.

To facilitate the above, the Company will undertake a review of all current part-time employee secondary job codes and remove any job codes associated to non-primary departments that pre-date the Part Time Cross Training program.

If a part time employee transfers to another department, they must undertake to be cross trained in order to access scheduled hours in their previous primary department.

UP 59

LETTER OF UNDERSTANDING 21 – SINGLE DAY VACATION

Any full-time employee who is entitled to seven (7) weeks' 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:

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, unless otherwise mutually agreed to.

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.
- 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.

The Union proposes to amend LOU 21 as follows and move it to the body of the Collective Agreement:

Any full-time employee who is entitled to **five (5)** ~~seven (7)~~ weeks' 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:

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

Only one (1) single vacation day may be taken per week, unless otherwise mutually agreed to.

Single Day Vacation will be selected in the following process:

- **The** 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.
- 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.

UP 60

LETTERS OF UNDERSTANDING 23: WORK EXPERIENCE PROGRAMS

The Company and the Union acknowledge the diverse backgrounds of the employees in our workplaces. The Union acknowledges the Company has established relationships (partnerships) in our communities with social organizations to provide meaningful opportunities for personal growth and community inclusion, to empower individuals to accomplish their employment goals by providing valuable work experience in our stores through these relationships and the Company's participation in work experience programs. The Parties will meet to agree on details of the work experience program.

Amend as follows:

The Company and the Union acknowledge the diverse backgrounds of the employees in our workplaces. The Union acknowledges the Company has established relationships (partnerships) in our communities with social organizations to provide meaningful opportunities for personal growth and community inclusion, to empower individuals to accomplish their employment goals by providing valuable work experience in our stores through these relationships and the Company's participation in work experience programs. **The Parties will meet to agree on details of the work experience program.**

The Company will disclose to the Union, on a store-by-store basis, the extent of the use of work experience programs. In instances in which an employee faces barriers based on a part of their identity protected by the BC *Human Rights Code*, such as a disability, the Company will disclose to the Union the proactive steps the Company has taken to address those barriers.

If a store fails to address barriers in the workplace, for example, it is understood that the Union may withdraw its agreement to the use of these programs, and a store's access to such programs will cease.

UP 61

APPENDIX A - WAGES

Through the bargaining process, the Union is seeking to:

- Provide substantial wage increases for all employees, with particular emphasis on rewarding senior employees
- Review wage scales for all classifications, including resolving identified inequities (e.g. Courtesy Clerk scales)
- Address Clerk scale so that it is responsive to minimum wage increases and provides for predictable, measured, and consistent increases for members in the scales
- Increases caps and improves wage progressions to promote retention
- Fixed dates for the application of wage increases

UFCW 247 PROPOSAL