COLLECTIVE AGREEMENT

BETWEEN

SOBEYS CAPITAL INCORPORATED (Safeway Operations)

British Columbia Stores

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 247
Chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC

FIRST PRINTING
Errors and Omissions Excepted

TERM OF AGREEMENT
April 1, 2023 to April 1, 2028

Including the New 2026 Wage Review Memorandum of Settlement

Dear Union Member:

You are holding one of the most important documents you will receive at your job: your union Collective Agreement.

This document is a contract between your employer and our union that sets out the workplace rights and terms and conditions of employment for all union members at your workplace.

Every part of this agreement was negotiated with your employer by a bargaining committee comprised of your coworkers and fellow union members.

This document ensures you have better conditions than those found in non-union workplaces. Together, with engaged and empowered union members, we are committed to improving it at every opportunity.

Please help us give meaning to this agreement by reading it, asking questions about the rights it contains, and working with us to enforce it.

If you think there may be a violation of this agreement at your workplace, you have a legal right to contact a Shop Steward or Union Representative for help.

Help us build a stronger union – your union.

In Solidarity,

DAN GOODMAN
President

CATHY SHANNON
Secretary-Treasurer

SAFEWAY SERVICE DIRECTORY

Grid B (Production Clerks)

Extended Health Benefits (EHB) and Dental Care Benefits

Call: Safeway Employee Service Centre at 1-800-295-3348
Or: Pacific Blue Cross at 604-419-2000 / 1-888-275-4672
BCBenefits@sobeys.com

Grid A Employees - Extended Health Coverage

Call: Safeway Employee Service Centre at 1-800-295-3348
Or: Pacific Blue Cross at 604-419-2000 / 1-888-275-4672
BCBenefits@sobeys.com

Grid A Employees - Dental Coverage

Call: Retail Meat Industry Dental Care Plan at 1-855-247-8329
Email: retail.meat.dental@convyta.com

Pension Information

Call: UFCW Union Pension Plan
c/o Convyta at 1-888-345-8329
ufcw@convyta.com

Short-Term / Long-Term Disability Claims

Call: Safeway Employee Service Centre at 1-800-295-3348
Or: BC Life at 604-419-8060

Payroll – Head Office (Calgary)

Call: Safeway Employee Service Centre at 1-800-295-3348
LiquorandBCPayrolls@sobeys.com

Vacation Entitlement

Call: Safeway Employee Service Centre at 1-800-295-3348

Employee Assistance Program (EAP)

Call: 1-800-387-4765
TTY Service: 1-877-338-0275

INDEX

ARTICLE DESCRIPTION PAGE

ARTICLE 1 – UNION'S RECOGNITION OF MANAGEMENTS' RIGHTS 2

ARTICLE 2 – BARGAINING AGENCY AND UNIT 2

2.01 Zone 1 2

Zone 2 3

2.03 Block-Ready Cutting Plant 4

ARTICLE 3 — UNION SHOP 6

ARTICLE 4 — DEDUCTION OF UNION DUES 7

ARTICLE 5 — HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS . 8

5.02 Hours of Work 9

5.03 Work Schedules 9

5.04 Relief Staff Scheduling 10

5.05 Fair Scheduling of Relief or Float Staff 12

5.06 Late Closing Schedule (Midnight Stores) 12

5.07 Change of Schedule-Notice 12

5.08 Requested Time Off (RTO) 13

5.09 Consecutive Days Off 13

5.10 Personal Time Off – Grid A Only 14

5.11 Sunday Work 14

5.12 Fair Rotation of Sunday Work 15

5.13 Consecutive Day Limit 16

5.14 Fair Assignment and Rotation of Late Shifts and Closing Shifts 16

5.15 Rotation Scheduling 17

5.16 Member on Duty 18

5.17 Time Recording Device 19
5.18 Basic Work Weeks 21
5.19 Accumulated Time Off (A.T.O.) 21
5.20 Lateness Affecting Accumulated Paid Time Off 23
5.21 Daily Guarantee 23
Full-Time Employees 23
Part-Time Employees 23
5.22 Statutory Holidays 24
5.23 Overtime 26
5.24 Meal Allowance 29
5.25 Shift Work 29
a) Premium 29
b) Shift Interval 30
c) Midnight Shifts 30
d) Shift Premium where Night Shopping is in Effect 31
5.26 Rest Periods 32
5.27 Invoices and Records 33
ARTICLE 6 — WAGES 33
HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER 34
HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER 34
GRID A – MEAT/DELI/SEAFOOD CLERKS 35
SEAFOOD OPERATORS & ASSISTANT DELI MANAGERS 35
GRID A – MEAT CUTTERS 36
Post Ratification Grid A Cutter Scale 37
GRID B WAGE SCALE 38
Post Ratification Grid B Scale 38
Cost of Living Clause 39
Incentives 41
6.02 Retroactive Pay 41

6.03 Meat/Deli/Seafood Clerk Premiums 42
Freezer Case Premium 42
Meat Cutter Premium 42
6.04 Head Meat Cutter Relief/Assistant Head Meat Cutter Relief 42
6.05 Seafood Department Operator 43
6.06 Deli Manager Relief 44
6.07 Asian Kitchen Operator 44
6.08 Additional Head Meat Cutter Compensation..... 44
6.09 Seafood Department 46
6.10 Sausage Departments 47
6.11 Previous Comparable Experience 47
6.12 Regular Bi-Weekly Pay Day 50
6.13 Jury and Witness Duty Pay and Leave..... 50
6.14 Tools 51
6.15 Travelling Time and Transfers 51
a) Temporary Transfers 51
b) Permanent Transfers 52
6.16 Staff Meetings..... 54
6.17 Physical Examinations 54
6.18 Apprentices – Indentured 54
6.19 Meat Cutter Apprenticeship Program..... 54
6.20 Meat Cutter Apprenticeship for Meat/Deli/Seafood Clerks and Asian Kitchen Cooks 59
6.21 Cross-Training for Meat/Deli/Seafood Clerks 61
6.22 Delicatessens 62
ARTICLE 7 — RETAIL MEAT INDUSTRY PENSION PLAN 62
Pension Contributions over the age of seventy-one (71): 63
7.04 UFCW Union Pension Plan 64

II. General 72
ARTICLE 8 — SICK LEAVE BENEFITS & W.C.B. 73
8.01 Sick Leave Benefits 73
a) Full-Time Employees 73
b) Part-Time Employees 74
c) Payout 75
8.02 Workers' Compensation Board 76
a) W.C.B. Make-Up 76
b) Day of Injury 77
c) W.C.B. Advance 77
d) Injurious Work Requirements 78
8.03 Return to Work after Absence Due to Illness or Injury 78
8.04 Rehabilitation Program 78
8.05 Health, Safety, Education and Training Fund 79
8.06 Store Health and Safety Committees 79
8.07 Joint Retail Meat Health and Safety Committee 80
ARTICLE 9 — HEALTH AND WELFARE PLAN 80
9.01 Full-Time Employees 80
9.02 Part-Time Employees 81
9.03 Medical Benefits 83
1. Prepaid Drug Plan With No Deductible 84
9.04 Weekly Indemnity Benefits – Grid A 85
9.05 Group Life Insurance 87
Conversion Privilege 87
9.06 Long-Term Disability Plan – Grid A 88
9.07 Maintenance of Benefits 90
9.08 UFCW Union Health and Welfare Trust and Plan – 91
Grid B 91

8. Production Clerk Benefits 95
Grid B Benefit Package Contributions 95
9.09 Dental Care Plan – Grid A..... 99
ARTICLE 10 — VACATIONS WITH PAY – GRID A..... 101
10.03 Vacation Pay 103
10.04 Vacation Pay Timing..... 103
10.09 Vacation Selection Procedure..... 107
Single Day Vacation 109
10.10 Grid A & B: 111
10.11 Grid A:..... 111
10.12 Grid A:..... 111
10.14 Vacation Bridge..... 112
10.15 Production Clerk Vacation Pay..... 113
ARTICLE 11 — LEAVES OF ABSENCE 113
11.02 Short Term Leave of Absence 114
11.03 Extended Leave of Absence 114
11.04 Take-A-Break Leave of Absence..... 115
11.05 Educational Leave 116
11.06 Military Leave 118
11.07 Pregnancy Leave 118
11.08 Paternity Leave 120
11.09 Unpaid Extended Parental Leave..... 120
11.10 Parental Leave 120
11.11 Funeral and Bereavement Leave – Grid A & B..... 122
11.12 Return from Leaves..... 123
11.13 Family Responsibility Leave 123
11.14 Domestic Violence Leave 124
11.15 Other Leaves..... 125

ARTICLE 12 — MISCELLANEOUS 125
12.01 Wearing Apparel – Grid A & B 125
12.02 Time Off to Vote – Grid A & B 126
12.03 Union Market Cards 126
12.04 Time Off for Union Business – Grid A & B 127
12.05 Discipline Interview – Witness – Grid A & B 128
12.06 Employee Files – Grid A & B 128
12.07 Store Visits of Union Representatives 128
12.08 Picket Lines 130
12.09 Bulletin Board 130
12.10 Shop Stewards 131
12.11 Deemed Time Worked 132
12.12 Technological Change 132
12.13 No Discrimination - Racial and Sexual Harassment – Grid A & B 135
12.14 Polygraph Tests – Grid A & B 135
12.15 Charitable Donations – Grid A & B 135
12.16 Lockers – Grid A & B 136
12.17 Temperature Control 136
12.18 Drug and Alcohol Assistance Program – Grid A & B 136
ARTICLE 13 — SENIORITY – GRID A & B 137
13.02 Seniority Lists 138
13.03 Grid A 139
Full-Time Status 139
13.04 Meat/Deli/Seafood Clerk Classification 142
Transfers to another Geographical Area (Lower Mainland) 142
13.05 Meat Cutter Classification Percentage 143
13.06 Job Posting – Grid A 144

13.07 Meat Cutter Relief Staff 147
13.08 Maximizing Hours 148
13.09 Transfer of Employees 148
13.10 Head Meat Cutter, Deli Manager and Seafood Operator Reversion – Grid A 148
13.11 Rehabilitation – Grid A & B 150
13.12 Transfer of Work between Classifications 151
13.13 Right of Grievance 151
13.14 Seniority Regions for Store Closure 151

ARTICLE 14 — LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES 153

14.04 Job Protection 154
14.05 Grid A 156
Employment in Other Bargaining Units 156
14.06 Reduction of Hours of Work of Full-Time Employees 157
14.07 Recall of Full-Time Employees 158
14.08 Counter Ready Meat Impact Programs 159
1) Projected Impact 160
2) Cumulative Impact 161
3) Baseline 161
4) Formula 161
5) Offering of Severance Packages 161
6) Voluntary Severance Packages 162
7) Severance Pay for Affected Employees 164
i) Full-Time Employees 164
ii) Part-Time Employees 165

ARTICLE 15 — LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES 165

2. Restriction of Hours 166

3. Lifting of Restriction 167
4. Exchange of Stores 168
5. Scheduling of Students – Grid A & B 168
15.04 Recall of Part-Time Employees 171
ARTICLE 16 — TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION 173
16.01 Severance Pay on Closing of Stores 173
16.02 Termination Pay 175
16.04 Terminations 176
16.05 Intimidation 177
ARTICLE 17 — GRIEVANCE PROCEDURE 178
ARTICLE 18 — BOARD OF ARBITRATION 180
ARTICLE 19 — SAVINGS CLAUSE 182
ARTICLE 20 — EXPIRATION AND RENEWAL 182
ADDENDUM 186
LETTERS OF UNDERSTANDING 187
NO. 1 — REDUCTION OF HOURS OF WORK 187
NO. 2 — NEW DEPARTMENTS 187
NO. 3 — SEAFOOD DEPARTMENTS 188
NO. 4 — JOINT UNION/MANAGEMENT REVIEWS 188
NO. 5 — COMBINING BARGAINING UNITS 191
NO. 6 — PRE-RETIREMENT PHASE-OUT 192
NO. 7 — PROVINCIAL ACCOMMODATION COMMITTEE 193
NO. 8 — CHANGES IN WORK OPERATION 193
NO. 9 — BARGAINING PROTOCOL 194
NO. 10 — NEW BANNERS 195
NO. 11 — EQUAL OPPORTUNITY 195

NO. 12 — RE: A.T.O.'s 195
NO. 13 — ASSISTANT HEAD MEATCUTTERS AND ASSISTANT DELI MANAGERS IN NEW AND REPLACEMENT STORES 196
NO. 14 — TRANSFER OF PRODUCTION CLERKS ACROSS CLASSIFICATIONS – GRID B 197
NO. 15 — ALL SAFEWAY STORES 197
NO. 16 — SCHEDULING / MAXIMIZATION OF HOURS AGREEMENT 199
Production Clerk Scheduling 200
No Flat Scheduling 200
NO. 17 — COUNTER READY MEAT 201
NO. 18 — MEAT / DELI / SEAFOOD PRODUCTION CLERK PROMOTION TO SEAFOOD OPERATOR / ASSISTANT DELI MANAGER 202
NO. 19 — GRID B OVER 4,000 HOURS AT RATIFICATION 2008 202
NO. 20 — VOLUNTARY SEVERANCE 204
NO. 21 — PRODUCTION CLERK TRANSFER OPPORTUNITIES – GRID B 204
NO. 22 — WAGE REVIEW 205
NO. 23 — HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER 207
NO. 24 — IMPROPER BEHAVIOUR BY A CUSTOMER 208
NO. 25 — TERMS OF TRANSITION FOR SAFEWAY EMPLOYEES GRANDFATHERED AT FRESHCO 208
NO. 26 — FORMER SAFEWAY EXTRA STORES 211
NO. 27 — THIRD PARTY KIOSKS 213
NO. 28 — PRE-RATIFICATION GRID B SCALE 214
NO. 29 — RETENTION PILOT 215
NO. 30 — GRID B FULL-TIME 215

NO. 31 — ATO BUYOUT 225
NO. 32 — VOLUNTARY SEVERANCE 225
APPENDIX A 228
36 Hour Work Week Protocol 228
Scheduling-Basic Work Week 228
Consecutive Days Off 228
Basic Work Week 229
Statutory Holidays 229
Overtime Pay 229
Rest Periods 230
Sick Leave Benefits 230
Vacation Pay 230
Single Day Vacation 230
Take-A-Break Leave of Absence 231
APPENDIX B 232
MEAT EMPLOYEE'S INCREASE/DECREASE HOURS AND CROSS-TRAINING REQUEST 232
APPENDIX C 234
Zone 1 - Whistler to Hope 234
Zone 2 - All Other Bargaining Units 234
APPENDIX D 235
MEAT CUTTER APPRENTICESHIP PROGRAM 235
SCHEDULE I (SEE ARTICLE 14.08) 237
SEVERANCE SCHEDULE 237

COLLECTIVE AGREEMENT

BETWEEN:

SOBEYS CAPITAL INC. (Safeway Operations), a body corporate, carrying on business in the Province of British Columbia
(hereinafter referred to as the "Employer")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247
(hereinafter referred to as the "Union")

WHEREAS:

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

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

ARTICLE 1 – UNION'S RECOGNITION OF MANAGEMENTS' RIGHTS

1.01 The management of the Company including the right to plan and direct and control store operations, the direction of the working force, the termination of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetency being processed under Articles 17 and 18.

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

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

ARTICLE 2 – BARGAINING AGENCY AND UNIT

2.01 Zone 1

The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees in Zone 1 (except Grocery Clerks at Check-Stands) employed in the preparation for sale, handling and

selling of fresh, frozen, cooked and smoked: meats, fish and poultry, in the present and future Safeway store(s) owned and/or operated by the Employer in the Province of British Columbia with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. The present stores are listed in Appendix B and future stores shall be added to the Appendix.

Zone 2

The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees in Zone 2 (except Grocery Clerks at Check-Stands) employed in the preparation for sale, handling and selling of fresh, frozen, cooked and smoked: meats, fish and poultry, in the present and future Safeway store(s) owned and/or operated by the Employer in the Province of British Columbia with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. The present stores are listed in Appendix B and future stores shall be added to the Appendix.

2.02 Salespersons or Salesperson drivers will not be permitted to display meat, poultry or fish products. However, such Salespersons may remove their own company's products which may be unsuitable for sale from shelves or display cases. Fancy sausage - Salespersons who violate the provisions of this sub-section will be excluded from the stores of the Employer concerned.

2.03 Block-Ready Cutting Plant

If the Employer transfers the cutting and fabricating of retail cuts of fresh meats from its retail store or stores covered by this Agreement to a plant operated by the Employer located in the Lower Mainland of British Columbia, the Employer will recognize the Union as the bargaining agent for the meat cutters, apprentices and wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meats at the said plant. In the event that the plant referred to above is certified by, or under a Collective Agreement with another Trade Union at the time it is acquired by the Employer, the foregoing shall not apply.

The Employer will give notice if they are building their own cutting plant in the area of the Collective Agreement. As much notice as possible up to six (6) months will be given, but not less than four (4) months.

When the Employer starts a new cutting plant in the area of the Collective Agreement, and if any full-time employees are displaced from stores because of this, the Employer will give hiring preference to these employees for three (3) months prior to the opening and including three (3) months after the opening (provided they can perform the work required). The hiring of this plant will be as a separate unit thereafter. If a full-time employee is terminated because of:

1. The Employer establishing a new plant to cut and fabricate retail cuts of fresh meat or fresh block-ready meats, or

2. The Employer purchasing retail cuts of fresh meats or fresh block-ready meats, which are now cut and fabricated on the store premises.

The employee concerned shall be given severance pay as follows:

One (1) week's pay at their then regular rate of pay for each year of continuous full-time service up to a maximum of twenty-six (26) weeks.

The above points (1) and (2) shall not apply to a temporary lay-off, full- time employees who accept other full-time or part-time employment with the Employer, or to full-time employees who lose employment with the Company and are reinstated within thirty (30) days to full-time status.

In the event the Employer announces a termination date to a full-time employee being terminated under this Article and such employee resigns prior to the announced date, the amount of pay entitlement will be reduced by the number of weeks between the actual date of resignation and the announced date.

Employees who qualify shall not be entitled to the benefits contained in Article 16. Article 2.03 shall not

conflict with or supersede the provisions of Article 13 (Seniority).

ARTICLE 3 — UNION SHOP

3.01 The Employer agrees to retain in their employ, within the bargaining unit as outlined in Article 2, only active members of the Union.

The Employer shall be free to hire new employees. 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.

3.02 The Employer agrees to provide each new employee at the time of employment with material outlining to the new employee their responsibility in regard to Union Membership as supplied by the Union, and to provide the Union in writing with the name and address of each employee to whom they have presented the material, along with the employee's date of hire and store location.

The Employer further agrees to provide the Union, once a month, a statement showing the names, and employee number of the employees terminated and hired during the preceding accounting period.

3.03 The Employer agrees to not employ persons who have full-time jobs with other employers, except in emergency when qualified help is not available.

The right to hire employees is vested in the Employer. When the Employer intends to fill a vacancy with a Journeyperson meat cutter, it will extend to the Union an invitation to provide the Employer with suitable applicants and such applicants will be given due consideration. The acceptance or rejection of applicants proposed by the Union shall not be subject to the Grievance and Arbitration Procedures of the Collective Agreement.

ARTICLE 4 — DEDUCTION OF UNION DUES

4.01 The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, union dues, fines and assessments as may be adopted and designated by the Union.

Each new employee, as a condition of employment, shall complete and sign a membership application which shall be sent to the Union Office. The Union will supply the appropriate form. It is the responsibility of the employee to maintain active membership as

outlined in the International Constitution and the Local Union Policy.

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month and accompanied by a statement showing each employee's name, employee number and social insurance number, department and store number for whom the deductions were made and the amount of each deduction. Such deductions shall be shown on the employees' T-4. Furthermore, in this report the Employer agrees to provide to the Union, mailing address including postal code, landline and/or mobile telephone numbers, email address, hire date and termination date of all bargaining unit employees.

In the event of a change in the amount of union dues or assessments or in the levying of a fine, the Union will give the Employer at least three (3) weeks prior notice of the effective date of the change or deduction.

ARTICLE 5 — HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS

5.01 The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the provisions of Article 5.

5.02 Hours of Work

Daily hours of work shall be consecutive with the exception of the meal period. In the event that daily hours of work are not consecutive, the second section of the employee's shift shall be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at such rate. The meal period shall be thirty (30) minutes or, by mutual agreement between the Employer and employee, one (1) hour.

Meal periods shall commence as close as possible to mid-shift but no sooner than three (3) hours nor later than five (5) hours after the start of the shift. Meal periods for the afternoon and night shifts shall be thirty (30) minutes in duration. Meal periods for the graveyard shift shall commence at mid-shift and be thirty (30) minutes in duration. This can be mutually agreed otherwise.

Meal periods scheduled or taken other than these times will be considered as time worked, provided, however, in other than normal shifts, times during which meal periods can be taken can be changed by mutual agreement between the Employer and the Union.

5.03 Work Schedules

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.

5.04 Relief Staff Scheduling

Relief Staff employees who have been assigned to work full week(s) of relief shifts in one store, shall receive their schedule at the same time as the other employees in that store.

Head Meat Cutters or their replacements shall forward known requests for relief staff to the Employer when the schedule is posted. These requests shall be assigned by seniority as they are received. In order to give the relief staff as much advance notice as possible, subsequent requests shall be forwarded to the Employer as they become known. These shifts shall be assigned to the relief staff employees by the Employer in order of seniority as they become available. The following procedure will be used:

1. The Employer will endeavour to schedule employees the maximum number of shifts in a single store each week.

2. Consideration will be given to assigning shifts in stores as close as possible to the employee's home.

3. In order to reduce the number of changes to the relief staff employees' schedules, the Employer will advise the employees of their shifts as they are assigned giving consideration to the above.

4. Relief Staff employees will be scheduled in accordance with the Collective Agreement.

5.05 Fair Scheduling of Relief or Float Staff

The Relief or Float Staff shall be assigned to fill the shift(s) which were originally scheduled for an absent employee, except for the absence of key personnel. In the case of vacations, this will be the shifts the vacationing employee would have worked had they not been on vacation. Where Relief or Float Staff employees cannot be contacted due to emergencies arising late in the work day, such Relief or Float Staff employees shall be called for the first possible shift on the day in question.

5.06 Late Closing Schedule (Midnight Stores)

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

5.07 Change of Schedule-Notice

The Employer is required to make reasonable efforts to verbally advise individual employees of the changes to the work schedule once it has been posted.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery, or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change of

schedule must be given. In the case of full-time and part-time employees having their work schedule changed without at least twenty-four (24) hours' notice where required, they will be paid four (4) hours additional pay in lieu of notice.

On the first day of an employee's absence that employee's scheduled hours may be assigned to the most senior employee not scheduled to work that day. Thereafter, the replacement hours shall be scheduled so that employee's hours are maximized by seniority.

5.08 Requested Time Off (RTO)

RTO is not an entitlement. Employees who request and are granted R.T.O. prior to the posting of the schedule shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours or days of part-time employees for any request made after the posting of the schedule. The Employer will provide each store with a form on which employees request the RTO.

5.09 Consecutive Days Off

The Employer shall schedule consecutive days off for all full-time employees. In addition, wherever practical A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management or the Department Manager, where it can be demonstrated by the Shop Steward that scheduling of

consecutive days off with A.T.O. can be accomplished without an adverse affect on the operations of the department, the Employer shall do so. In consultation with Store Management or the Department Manager, non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

5.10 Personal Time Off – Grid A Only

Should the Store Manager or Assistant Manager offer a full-time employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purposes of accumulating Sick Leave, A.T.O., Vacations and Statutory Holidays.

5.11 Sunday Work

For employees hired prior to ratification of the 1989-1993 Collective Agreement, a premium of one dollar and sixty cents ($1.60) per hour, (eighty cents [$0.80] for each full half hour) shall be paid for all work performed on Sunday. For purposes of the Collective Agreement, Sunday is considered the first day of the basic work week.

5.12 Fair Rotation of Sunday Work

Sunday work shall be rotated on a fair and equitable basis amongst all Bargaining Unit Members in a Store, Float or Relief Staff. The foregoing notwithstanding, the Employer may require "key personnel" to rotate Sunday shifts amongst themselves.

In the event that Sunday work is not rotated on a fair and equitable basis, the parties shall meet to attempt to resolve the issue. If the matter is not resolved, Sunday work shall be assigned as follows:

1. Work on Sunday shall be voluntary.

2. Sunday work shall be considered as available hours and shall be offered according to seniority.

3. Employees shall notify management at the beginning of each two (2) month period of their availability to work on Sundays.

4. If sufficient permanent store employees are not available to work on Sundays, the Employer shall offer available hours to the Float or Relief Staff on a seniority basis, and if sufficient Float or Relief Staff employees do not volunteer, the Employer shall have the right to schedule hours to permanent store employees according to "reverse seniority", provided they have the ability to perform the work required.

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

5.13 Consecutive Day Limit

No employee shall be required to work more than six (6) consecutive days. For such an employee there will be no claim for any hours scheduled to another employee on their seventh (7th) or subsequent consecutive days of work. Full-time employees will not be required to work two (2) consecutive Saturday-Sunday shifts.

5.14 Fair Assignment and Rotation of Late Shifts and Closing Shifts

A late shift shall be defined as any scheduled shift which ends after 6:30 p.m. in the Meat Department. A late shift shall be defined as any scheduled shift that ends at 8:00 p.m. or later in the Delicatessen and Seafood Departments. Except for midnight shifts, Article 5.25(c), no employee shall be scheduled more than three (3) late shifts per week unless they request otherwise. This does not apply to short notice call-in shifts to replace an absent employee on the first day of absence. Head Meat Cutters and Deli Managers shall work at least one (1) late or closing shift if required, in order to comply with this clause.

There shall be a fair rotation of late and closing shifts amongst bargaining unit members in Home Stores

except the Head Meat Cutter and Deli Managers, but may not apply to Students.

5.15 Rotation Scheduling

The Employer reserves the right to schedule hours of Store operation, employee hours of work, rest periods, lunch periods and overtime work. Subject to the above and the operational needs of the Stores, in order to provide for Quality Time Off and to improve the overall efficiency of scheduling and enhancement of customer service, the Employer will develop a continuous rotating schedule by department for all full-time employees, on a store by store basis, in accordance with the following principles:

1. Consecutive days off.

2. A.T.O. provisions in the Collective Agreement shall be complied with.

3. Rotation of Sunday work. It will be the objective to have every second Sunday scheduled as a day off.

4. Consecutive identical shifts shall be maximized for each employee within the rotating schedule. In any event, all shifts within the rotating schedule shall fall within the same fourteen (14) hour time span until the employee has had their days off. An employee shall not be required to work more than

five (5) consecutive 3:30 to midnight or similar shifts.

5. In Multi-store Bargaining Units, when an employee is absent, the most senior available Relief Staff employee shall be slotted into the absent employee's schedule subject to the various scheduling provisions of the Collective Agreement. This does not imply any seniority right to work locations amongst Relief Staff employees.

6. A Committee may be struck to make recommendations on the implementation of rotating schedules. The recommendation of such Committee will be considered in the implementation of a rotating shift schedule.

5.16 Member on Duty

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 Journeyperson 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.

5.17 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 provided the time and attendance records involved.

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

Notwithstanding anything to the contrary in the Collective Agreement, the Employer will apply a five (5) minute leeway on either side of the shift start and end punches on the timeclock. This leeway applies only to how the shift is paid and not in determining if the employee was tardy.

ATO accumulation and premium pay accrual will continue to be calculated based on hours of work and will not be impacted by the implementation of the Employer's rounding rules.

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:

1st time disciplined	– 1 week's suspension without pay
2nd time disciplined	– 1 week's suspension without pay
3rd 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.

5.18 Basic Work Weeks

The basic work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, including work on the statutory holiday, and in a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days, including work on the statutory holiday. Statutory holidays may be scheduled the week prior, the week of, or the week after the statutory holiday by mutual agreement provided the day in lieu of the statutory holiday is scheduled in conjunction with other scheduled days off. Sunday is considered the first day of the basic work week (see Article 5.22).

The basic work week described in this Article shall include time off due to jury duty, witness duty and funeral leave as set out in Articles 6.13 and 11.11, provided the employee has actual hours worked in the week.

5.19 Accumulated Time Off (A.T.O.)

The following language only applies to Grid A employees employed prior to the Date of Ratification (October 20, 2023). Meat Cutters hired and promoted on or after Sunday after Ratification (October 22, 2023)

who are placed on the Grid A Meat Cutter scale shall not accrue ATO:

Regular Grid A Full-time employees shall accumulate four (4) hours paid time off for each basic work week completed. Employees will be advised of their accumulated paid time off entitlement on a weekly basis. The employee's accumulated time off shall be shown on the employee's pay stub. Basic work weeks shall be those described in Article 5.18. All employees eligible for accumulated paid time off shall accumulate four (4) hours for all weeks of paid vacations when taken.

A.T.O. days shall, in the week in which they are taken, be considered as hours of that basic work week. Whenever possible, if an employee has accumulated eight (8) hours, they are eligible to receive a day off with pay, such day to be combined with the employee's regular day off when it does not interfere with the efficient operation of the store. Sunday can be considered as a "regular day off" for purposes of combining days off.

An employee who terminates or is terminated or reverts or is reverted from full-time to part-time status shall receive payment for any hours of paid time off accumulation to which they are entitled.

5.20 Lateness Affecting Accumulated Paid Time Off

The withdrawal of accumulated paid time off will occur only if an employee is chronically late and has been formally notified by Management that further lateness will result in the cancellation of accumulated paid time off for that basic work week.

5.21 Daily Guarantee

Full-Time Employees

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Article 16, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift notwithstanding Personal Time Off granted per Article 5.10.

Part-Time Employees

Part-time employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours' pay. An employee who is called for work, and upon reporting finds that their services are not required, shall receive two (2) hours' pay. An employee who is called for work and scheduled for more than eight hours, upon reporting, finds that their services are not required, shall receive four (4) hours pay.

5.22 Statutory Holidays

The following days shall be considered Statutory Holidays:

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

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Article.

If an employee is eligible for statutory holiday pay while on Weekly Income Benefits, Workers' Compensation or sick leave, the maximum amount of pay that the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of their normal daily pay. In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

The statutory holiday pay shall be in addition to actual time worked.

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

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

16 but less than 20 ..... 4 hours' pay for each holiday
20 but less than 32 ..... 6 hours' pay for each holiday
32 or more hours..... 8 hours' pay for each holiday

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

20 but less than 24 ..... 4 hours' pay for each holiday
24 but less than 32 ..... 6 hours' pay for each holiday
32 or more hours..... 8 hours' pay for each holiday

In determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the 1st day of such continuous illness or accident shall be counted as hours worked, if the full-time employee would have been scheduled to work such hours they were absent.

In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid at time and one-half the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the statutory holiday.

Hours of work on a statutory holiday shall first be offered to laid-off employees and part-time employees, on a seniority basis, provided the employee's total hours of pay for that basic work week will not exceed forty (40) hours.

5.23 Overtime

All employees, including part-time and students, shall be paid at the rate of time and one-half for all time worked in excess of the weekly hours, days per week and hours per day, as set out in Article 5.18 except that all hours worked over ten (10) in any one (1) day shall be paid at double the basic rate, and all hours worked over forty-eight (48) in any one week, shall be paid at

double the basic rate. No employee will be paid more than one (1) overtime premium for any overtime hours worked.

Notwithstanding the above, in the week of a statutory holiday, part-time employees may work a basic work week consisting of five (5) days that week to a maximum of forty (40) hours worked, provided:

1. In a week that includes one (1) statutory holiday, the employees' hours of work shall first be maximized up to thirty-two (32) hours in four (4) work days.

2. In a week that includes two (2) statutory holidays, the employees' hours of work shall first be maximized up to twenty-four (24) hours in three (3) work days.

3. Hours of work in excess of the above (points 1 and 2) shall be offered by seniority and shall be voluntary.

4. If sufficient employees are not available, hours of work above the thirty-two (32) and twenty-four (24) hours respectively shall be assigned by reverse seniority.

5. Work on the statutory holiday shall be paid at the appropriate statutory holiday rate.

Hours worked in excess of the reduced work weeks when statutory holidays occur, shall not be paid at overtime rates during the first four (4) weeks of an employee's employment. During this period, however, overtime shall be paid on the basis of the regular basic work week. COMPENSATING TIME OFF SHALL NOT BE GIVEN IN LIEU OF OVERTIME PAY.

When required to work overtime, an employee may decline if they have a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required, who is prepared to work the overtime and has the ability to perform the work required. H.M.C. and Assistant H.M.C. are excluded from this provision.

Sunday is the first day of the basic work week, and in the event an employee is scheduled in excess of the basic work week as set out in Article 5.18 the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies. Where an employee works in excess of the basic work week due to a call-in, the call-in shift shall be considered the shift to which overtime applies.

If an employee is required to work more than one (1) hour overtime, they will be given a fifteen (15) minute paid rest period.

5.24 Meal Allowance

If overtime of more than two (2) hours is to be worked, an employee will also be given a meal allowance of five dollars ($5.00) in addition to the paid rest period specified above.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift.

5.25 Shift Work

a) Premium

For employees hired prior to ratification of the 1989-1993 Collective Agreement only, hours worked between 6:00 p.m. and 8:00 a.m. shall be considered as shift work and be paid for at the applicable straight time or overtime rate, plus a fifty-cent ($0.50) shift premium for each full half (½) hour worked during this period. Where the majority of hours of a shift are between 12:01 a.m. and 8:00 a.m., shift premium shall be one dollar ($1.00) an hour for that entire shift.

An employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to shift premium during such period.

Any shift starting at 10:00 p.m. or later shall have a thirty (30) minute meal period on the employee's own time.

b) Shift Interval

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

c) Midnight Shifts

The following rules shall apply to employees working a regularly scheduled midnight shift subject to emergencies as defined in Article 5.07:

1. midnight shifts shall commence at 12:01 a.m., five (5) nights per week;

2. as an alternative to (1) above, one 12:01 a.m. shift may be worked on any night of the week;

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

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

Employees scheduled to work midnight shift(s) shall be given the day prior to the start of the first midnight shift of the week as a scheduled day off.

When an employee is scheduled to work five (5) midnight shifts (i.e.: shifts starting at midnight or 12:01 a.m.), all such shifts shall, where possible, be consecutive. The day prior to the first midnight shift shall be a scheduled day off. Where it can be demonstrated that consecutive days of work can be scheduled, the Union and the Employer shall meet to determine a method of solution.

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

d) Shift Premium where Night Shopping is in Effect

For the employees hired prior to ratification of the 1989 Collective Agreement, on nights when the store is open for business, employees working beyond 6:15 p.m. shall receive an additional flat-sum payment of three dollars ($3.00) for each night worked during a week, provided they work at least sixteen (16) hours during the week. Time worked after 9:15 p.m. shall be considered as shift work and compensated accordingly, but only for each half-hour unit completed after 9:15 p.m. All time worked after 6:30 p.m. on Christmas Eve

and/or New Year's Eve shall be paid for at double the employee's regular rate of pay.

5.26 Rest Periods

Employees shall have two (2) fifteen (15) minute rest periods with pay in each work period in excess of six (6) hours, one (1) rest period to be granted before, and one (1) after the meal period.

The Employer will schedule rest periods for Meat/Deli/Seafood Clerks so that no employee shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

Employees working a shift in excess of three (3) hours, but not more than six (6) hours, shall receive one (1) rest period, with pay, during such a shift.

Part-time employees working more than four (4) hours, but not more than six (6) hours during a day, shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employee will notify Management of their option to ensure efficient scheduling. Where the additional fifteen (15) minutes of unpaid time is combined with the paid time, the combined time shall be granted as close to mid-shift as is practical. Employees working in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

Times at which such rest periods shall be taken shall be subject to the discretion of the Employer, provided, however, an employee's rest period shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as may apply.

5.27 Invoices and Records

No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this Article shall be disciplined by use of the same penalties set out in Article 5.17 respecting the recording of all time worked.

ARTICLE 6 — WAGES

6.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages, provided that if any employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

The definitions of and payment for the classifications of Assistant Head Meat Cutter, Seafood Operator, Assist Deli Manager, and Asian Kitchen Operator are outlined in Articles 6.04, 6.05, 6.06, 6.07 and 6.08.

In the accumulation of hours by full-time employees for rate increases, hours taken on an A.T.O. will be added to hours actually worked.

Current Top Rated or Over-scale Grid A Employees at time of payment shall receive the following off scale increases:

Effective April 1, 2023 – 5% increase
Effective June 2, 2024 – 3% increase
Effective June 1, 2025 – 2% increase
Effective June 7, 2026 – 2.5% increase
Effective June 6, 2027 – 3.5% increase

HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER

Applies to employees in the positions at Ratification, 2023 (October 22, 2023)

$30.97

HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER

Promoted or Hired after Ratification, 2023 (October 22, 2023)

$32.26

GRID A – MEAT/DELI/SEAFOOD CLERKS

Pre-Ratification Accumulated Hours Worked	Full-Time	Part-Time
0 to 520	$16.40	$16.40
521 to 1040	$16.60	$16.60
1041 to 1560	$16.86	$17.18
1561 to 2080	$17.69	$18.17
2081 to 2600	$18.52	$19.16
2601 to 3120	$19.33	$20.13
3121 to 3640	$20.14	$21.10
3641 to 4160	$20.93	$22.05
4160 to 4680	$21.72	$23.00
Over 4680	$23.70	$25.11

*Active on scale Grid A employees who were on the payroll of the Company as of the date of ratification will receive the Sunday after Ratification (October 22, 2023) increase (5%) noted above and placed at an off-scale rate. These employees will then work the hours required to qualify them for the next higher rate on the Grid A scale and go back on scale.

SEAFOOD OPERATORS & ASSISTANT DELI MANAGERS

Current Top Rated or Over-scale Seafood Operator and Assistant Deli Managers shall receive the following off scale increase:

Effective June 7, 2026 – 2.5% increase
Effective June 6, 2027 – 3.5% increase

Seafood Operators & Assistant Deli Manager Hired or Promoted after the Date of Ratification [October 20, 2023] scale as follows:

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

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

GRID A – MEAT CUTTERS

Pre-Ratification Accumulated Hours Worked	Full-Time	Part-Time
0 to 1040	$16.40	$16.40
1041 to 2080	$16.81	$17.03
2081 to 3120	$18.42	$18.86
3121 to 4160	$20.01	$20.67
4161 to 5200	$21.60	$22.48
5201 to 6240	$23.17	$24.27
Over 6240	$25.91	$27.26

*Active on scale Grid A employees who were on the payroll of the Company as of the date of ratification will receive the Sunday after Ratification (October 22, 2023) increase (5%) noted above and placed at an off-scale rate. These employees will then work the hours required to qualify them for the next higher rate on the Grid A scale and go back on scale.

Post Ratification Grid A Cutter Scale

Current Top Rated or Over-scale Post Ratification Grid A Meat Cutters shall receive the following off scale increase:

Effective June 7, 2026 – 2.5% increase
Effective June 6, 2027 – 3.5% increase

Post Ratification Meat Cutters Hired or Promoted after the Date of Ratification [October 20, 2023] scale as follows:

Accumulated Hours Worked	Current	June 7, 2026	June 6, 2027
0-1040	$17.85	$19.00	$19.00
1041-2080	$17.95	$19.75	$19.75
2081-3120	$18.86	$21.50	$21.50
3121-4160	$20.67	$23.00	$23.00
4161-5200	$22.48	$24.25	$24.25
5201-6240	$24.27	$25.75	$25.75
Over 6240	$27.26	$27.26	$27.26

Transition: Non-top-rated employees move to the new rate based on their accumulated hours worked on this scale including the one thousand and forty (1,040) hours credit.

Newly hired/promoted Meat cutters receive five hundred and twenty (520) hours credit on the new scale.

GRID B WAGE SCALE

Current Top Rated or Over-Scale Grid B employees making twenty-one dollars ($21.00) or more at time of payment shall receive the following off scale increases:

Effective June 7, 2026 – 2.5% increase
Effective June 6, 2027 – 3.5% increase

Post Ratification Grid B Scale

Step	Accumulated Hours Worked	Current	June 7, 2026	June 6, 2027
1	0-1040	$17.85	$18.25	MW
2	1041-2080	$17.85	$18.30	$18.75
3	2081-3120	$17.95	$18.35	$18.80
4	3121-4160	$18.05	$18.50	$18.85
5	4161-5200	$18.15	$18.60	$19.00
6	5201-6240	$18.25	$18.70	$19.10
7	6241-7280	$18.35	$18.80	$19.20
8	7281-8320	$18.50	$19.00	$19.30
9	8321-9360	$18.60	$19.25	$19.40
10	9631-10400	$18.70	$19.50	$21.00
11	10401-11440	$18.80	$19.75	
12	Over 11441	$21.00	$21.00	

Transition:

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

As of June 6, 2027, any employee in Step 10 or Step 11 shall move to twenty-one dollars ($21.00) per hour. As of January 2, 2028, Step 10 of the Grid B Wage Scale will move to twenty-one dollars and fifty cents ($21.50) per hour.

Retroactivity

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

Minimum Wage Review: If there is an increase in the minimum wage, in 2025 the parties agree to meet and discuss in good faith potential adjustments to the wage scale consistent with commitments made during the 2023 bargaining.

Cost of Living Clause

Commencing in April, 2004, the Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index (CPI)* over the past year. The determination (CPI increase) will be based on a comparison of the March, 2004 B.C. CPI to the March 2003 B.C. CPI.

If the CPI increase exceeds three percent (3%) then the Employer shall pay employees at top rate in Production

Clerk and Specialty Department Clerk classifications one half cent ($0.005) per hour paid for each one-third of one percent (0.333%) that the CPI increase exceeds three percent (3%). In all other classifications, the Employer shall pay employees at top rate of their classification one cent ($0.01) per hour paid for each one-third of one percent (0.333%) that the CPI increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

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

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

*B.C. CPI as supplied by Statistics Canada

Example for April, 2005:

1. March, 2005: B.C. CPI. = 154.8
2. March, 2004: B.C. CPI. = 140.7
3. 154.8 divided by 140.7 = 10.0213% increase in B.C. CPI
4. 10.0213% minus 3% = 7.0213%

5. 7.0213% divided by .3333 = $0.2107 per hour paid
6. 2080 hours paid** times $0.2107 = $438.26

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

Incentives

The parties agree that Article 6.01 does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time and as mutually agreeable between the Employer and the Union.

Where it is necessary for the Employer to hire at a rate greater than the rate posted in Article 6.01 due to labour market conditions, the newly hired employees will be credited with the corresponding number of career hours to their assigned rate.

6.02 Retroactive Pay

Retroactivity is to be calculated on the basis of straight time rates for all hours worked. For the purposes of Article 8.02 "regular straight time earnings" shall be calculated at the new regular hourly rate of pay.

Employees who have left the employ of the Company between the expiry date of the last Agreement and the date of ratification of this Agreement will be entitled to retroactive pay if they apply to the Employer, in writing, within one hundred and twenty (120) days after retroactive pay is paid by the Employer to other

employees. The Employer will notify the Union of the date of overall retroactive payment.

6.03 Meat/Deli/Seafood Clerk Premiums

Freezer Case Premium

Meat/Deli/Seafood Clerks shall be paid seventy cents ($0.70) per hour for all time spent stocking freezer cases. Any time less than a thirty (30) minute continuous period shall not be applicable.

Meat Cutter Premium

Meat/Deli/Seafood Clerks shall not, unless as hereinafter provided, be assigned to perform any cutting with a knife or power saw on meat, fish or poultry, or to operate the meat grinder, except where these duties are performed while serving a customer. Such employees otherwise assigned to cut meat, fish or poultry, operate the grinder machine or power saw, shall be paid Journeyperson Meat Cutter rates provided, however, Meat, Deli and Seafood Clerks shall be permitted to use knives and operate slicing machines in and for Deli operations at their regular rate of pay.

6.04 Head Meat Cutter Relief/Assistant Head Meat Cutter Relief

a) Effective Sunday after Ratification (October 22, 2023), a Meat Cutter assuming the responsibility of a Head Meat Cutter shall receive two dollars

($2.00) per hour for each full eight (8) hour shift. This shall not apply to an Assistant Head Meat Cutter relieving a Head Meat Cutter.

b) Effective Sunday after Ratification (October 22, 2023), an Assistant Head Meat Cutter shall be designated in each store which employs three (3) or more meat cutters. The Assistant Head Meat Cutter shall receive a premium of thirty-two dollars ($32.00) per week for performing this function, or the two dollars ($2.00) per hour for each full eight (8) hour shift of relief, whichever is greater.

c) In the event that the designated Assistant Head Meat Cutter assumes the responsibility of the Head Meat Cutter for more than one (1) week or if the regular Assistant Head Meat Cutter is absent for any reason for more than one (1) week, a temporary Assistant Head Meat Cutter shall be designated and shall be paid the Head Meat Cutter differential when relieving a Head Meat Cutter in accordance with the foregoing provisions.

6.05 Seafood Department Operator

An employee responsible for the operation of the Seafood Department shall be paid additional compensation of twenty-seven dollars ($27.00) per week.

Effective Sunday after Ratification (October 22, 2023), an employee who assumes the responsibility of a Seafood Department Operator shall receive one dollar ($1.00) per hour for each full eight (8) hour shift of relief.

6.06 Deli Manager Relief

Effective Sunday after Ratification (October 22, 2023), an employee who assumes the responsibility of a Deli Department Manager shall receive two dollars ($2.00) per hour for each full eight (8) hour shift of relief or thirty-two dollars ($32.00) per week, whichever is greater.

6.07 Asian Kitchen Operator

An employee who assumes the responsibility of an Asian Kitchen Operator shall receive a premium of twenty-seven dollars ($27.00) per week.

6.08 Additional Head Meat Cutter Compensation

The following compensation will be paid to Head Meat Cutters in addition to the rates set out in the regular wage schedules:

Average Weekly Hours	Compensation
121 - 160	$2.00 per week
161 - 200	$4.00 per week
201 - 240	$6.00 per week
241 - 280	$8.00 per week

281 - 360..... $10.00 per week
361 - and over ..... $12.00 per week
Maximum Payable

The additional compensation will be based on the average weekly hours worked in the store by the employees covered by this Collective Agreement, in the previous twelve (12) or thirteen (13) week operating period of the Employer and will be adjusted accordingly at the end of each such period.

When a new store is opened, the additional compensation shall, for the first thirteen (13) weeks the store is operating, be based on the average hours worked in the store in which the Head Meat Cutter was previously employed, following which, average hours will be based on the new store's operation.

In the event the Head Meat Cutter in a newly opened store is a new employee, any additional compensation will be based on the average of the initial twelve (12) or thirteen (13) weeks of operation and paid in a total amount following completion of such period. Thereafter, the regular procedure will apply. The foregoing wage payment plan shall not be applicable where the Head Meat Cutter receives the equivalent in other forms of additional compensation that is not required by this Collective Agreement.

6.09 Seafood Department

The following provisions shall apply to full-time and part-time Meat Cutters who were on the seniority list(s) as of February 26, 1987:

1. In recognition of the fact that prior to the introduction of Seafood Departments, Meat Cutters performed a certain amount of fish cutting, meat cutters working in the Seafood Departments shall not be reduced in rate of pay.

2. In recognition of the fact that Seafood Departments are service-oriented, Meat/Deli/ Seafood Clerks shall be governed by the provisions of Article 6.03, i.e.: Seafood Clerks may use a knife to the same extent that a Deli Clerk may use a knife to prepare product for display. Any cutting of fish outside the department shall, however, be paid at the Journeyperson rate of pay.

3. Reduction and increase in hours, and lay-off and recall of Meat Cutters and Meat/Deli/Seafood Clerks shall be in accordance with Articles 13.02, 14 and 15. For example, a less senior Meat Cutter shall not work hours that could be worked by a more senior Meat Cutter.

4. In all stores where "seafood work" has been performed by meat cutters prior to the installation of Seafood Departments, it is agreed that no meat cutter will be reduced in hours nor will any meat

cutter be laid off strictly as a result of the transferring of such work to the Seafood Department.

6.10 Sausage Departments

Employees who operate sausage equipment shall be paid Meat Cutter rates of pay in accordance with their experience.

Hours worked shall accumulate for the purpose of determining rate increases (as per Articles 6.01 – Wage Scales) as will all other hours worked.

Work in Sausage Kitchens shall be assigned from the Meat Cutters' seniority lists.

6.11 Previous Comparable Experience

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 (½) of their previous experience, to a maximum of two thousand and eighty (2,080) hours. Employees who have been out of the Industry for one (1) year or more will receive credit for half (½) of their previous experience to a maximum of one thousand and forty (1,040) hours.

Newly hired Journeyperson Meat Cutters shall receive a credit of four thousand one hundred and sixty (4,160) 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 (1,560) 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.

6.12 Regular 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.

6.13 Jury and Witness Duty Pay and Leave

An employee summoned to Jury Duty or Witness Duty where subpoenaed to appear in a court of law, shall be paid wages amounting to the difference between the amount paid to them for jury or witness service and the amount they would have earned had they worked on such days. Employees will provide a statement from the appropriate authorities showing such pay received.

An employee released from Jury or Witness Duty shall return to their job if two (2) or more hours of their normal shift can be worked. Time worked in excess of eight (8) hours, combined Jury or Witness Duty and time on the job in one (1) day, shall be paid for at overtime rates.

6.14 Tools

The Employer will make provisions for the sharpening and maintenance of tools. The Union and its members prefer that the Employer provide all necessary tools. However, the Employer, may, at their own discretion, either provide all necessary tools or request employees to provide same, and further agrees that where employees provide these tools, they shall be paid five cents ($0.05) per hour in lieu thereof.

6.15 Travelling Time and Transfers

a) Temporary Transfers

While an employee is transferred or moved to another store during their work shift, they 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 they will be paid mileage if they use 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, they 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. For the Lower Mainland and

Vancouver Island areas, the mileage and permitted time as an allowance are agreed to be as follows:

Lower Mainland:

Vancouver - Chilliwack
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 their bargaining unit, the mileage and time compensation would only apply if the distance is greater than the employee’s regular presumed work location.

b) Permanent Transfers

When an employee is transferred outside the bargaining unit at the Employer's request, the employee shall be paid a straight time rate for all time necessarily spent travelling, provided:

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

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

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

If it is decided the employee will use their private car, they will receive mileage to their new location in accordance with the Company's travel policy. The policy rate for mileage at ratification is forty-eight cents ($0.48) per kilometer and is reviewed on a regular basis. If it is decided that the employee will travel by bus, train, or plane, the actual cost of the fare will be paid by the Employer. Economy airfare will be paid.

The employees will be reimbursed for reasonable and normal expenses for meals and lodgings en route to their new destination.

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

6.16 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

6.17 Physical Examinations

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

6.18 Apprentices – Indentured

The Employer will make-up the pay for indentured apprentices, (i.e.: the difference between government allowance and apprentice regular pay), while attending Vocational School, one (1) month a year, providing the employee's performance and attendance at the school are satisfactory.

6.19 Meat Cutter Apprenticeship Program

1. The Employer and the Union shall participate in the Provincial Meat Cutter Apprenticeship

Program and be represented on the Provincial Advisory Board on Apprenticeships in Retail Meat Cutting.

2. The Employer and the Union shall form a Joint Apprenticeship Committee (JAC) composed of equal representatives from the Employer and the Union. The JAC shall be responsible for the design and implementation of a Meat Cutter Apprenticeship Program.

3. In recognition of the need to verify the suitability of new hires for this trade, there shall be a probationary period as follows:

CATEGORY	EDUCATION/ TRAINING	PROBATIONARY PERIOD
a)	BCIT or equivalent training or a minimum of six (6) months' comparable experience	Two (2) calendar months from the date of commencing work in the bargaining unit
b)	No previous training or less than six (6) months' comparable experience	Four (4) calendar months from the date of commencing work in the bargaining unit

4. Apprentices who have already completed the provincial training course in Retail Meat Cutting shall receive full credit for the duration of the course.

5. The Meat Cutter Apprenticeship shall be thirty-six (36) months or six thousand two hundred and forty (6,240) hours of credited work in duration whichever comes first, or for an extended period of time as agreed between the Employer, the Union and the Apprentice.

6. **Wages:**

APPRENTICE MEAT CUTTERS

HOURS	PERCENTAGE OF THE JOURNEYPERSON RATE OF PAY
0 - 1040	50%
1041 - 2080	60%
2081 - 3120	65%
3121 - 4160	75%
4161 - 5200	85%
5201 - 6240	95%
Over 6240	100%

7. Meat Cutter Apprentices, who have no prior trade training and have completed the probationary period, shall be enrolled in the Provincial training program for Retail Meat Cutting on a seniority basis and subject to their availability as soon as a

course opening is available. While in the Provincial training program, the Apprentice shall receive hours' credit for experience and be paid for all hours actually spent in training.

8. The Provincial training program for Meat Cutter Apprentices may consist of four (4) weeks' training at a school designated by the Provincial Ministry responsible and an additional four (4) weeks' training to be taken within the second year of apprenticeship. The duration of the training courses may be amended by the Advisory Board. The Meat Cutter Apprentices shall be eligible for the E.I. training allowance for the duration of both training periods.

9. Meat Cutter Apprentices must attend the Provincial training course and the Apprentice's attendance and performance must be satisfactory prior to receiving the over two thousand and eighty (2,080) hour rate of pay.

10. The Union shall be notified of the name, address and telephone number of each Apprentice Meat Cutter.

11. Recognizing that Union Membership is a condition of employment, the Union will advise the Employer of any persons who do not complete the requirements for membership within a suitable time period as established by the Union.

12. The Employer will keep the Union informed of the Home Store assignments and hours of work of all Apprentices.

13. Journeyperson Meat Cutters and Meat Cutter Apprentices shall be on a common seniority list as specified in Article 13.

14. Amongst new hire Apprentices, there shall not be a claim against the hours worked during the Apprentice's first six (6) months of employment.

15. All Apprentices will be registered with the Provincial Ministry in charge of Trade Apprenticeships and receive such certification as is provided under that program by the Ministry upon completion of the Apprenticeship.

16. Where possible, Meat Cutter Apprentices with less than six (6) months' experience must work under the supervision and direction of a qualified Journeyperson Meat Cutter.

17. Any complaint, grievance or difference of opinion regarding the design or implementation of this apprenticeship agreement shall be referred to the JAC. If the matter cannot be resolved, it may be referred under Article 17. Complaints respecting individual Apprentices will be resolved through the normal grievance procedures.

18. If pre-arranged with the Employer, the Union will have the ability to enter the workplace to constructively assess the apprentices work and evaluate their progress. If it is determined that the apprentice requires training in specific areas, the Joint Apprenticeship Committee may assign the apprentice up to a further six (6) week period of training with a Journeyperson Meat Cutter.

6.20 Meat Cutter Apprenticeship for Meat/Deli/Seafood Clerks and Asian Kitchen Cooks

Meat/Deli/Seafood Clerks and Asian Kitchen Cooks wishing to become a Meat Cutter apprentice shall inform the Employer in writing and such employees shall, by seniority, be given first consideration for any such apprenticeship vacancy. An employee commencing on the Meat Cutter apprenticeship program shall be given a trial period of up to for hundred and eighty (480) hours of actual work and during such trial period shall retain their seniority as a Meat/Deli/Seafood Clerk or Asian Kitchen Cook only for purposes of transferring back during this period by reason of the employee being unsuitable for the job, or the employee wishes to transfer back on their own volition.

Seniority rights on the Meat/Deli/Seafood Clerk or Asian Kitchen Cook list shall also be retained during the apprenticeship period, not including the credit referred to below, in the event the employee is affected by a lay-off or reduction in hours.

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other apprentice, the employee shall be transferred after the trial period and placed on the appropriate seniority list. Such an employee shall be given credit toward their apprenticeship in the amount of their experience as a Meat/Deli/Seafood Clerk or Asian Kitchen Cook to a maximum of twelve (12) months on the current Meat Cutter's wage scale. The employee will receive as a minimum the rate they had before they began their training. Upon achieving Journeyperson Meat Cutter status, the employee shall recover their Meat/ Deli/Seafood Clerk or Asian Kitchen Cook seniority date and assume their position on the appropriate seniority list. Upon recovering their seniority date, the employee shall not be able to bump an existing full-time employee.

A Meat/Deli/Seafood Clerk or Asian Kitchen Cook who commences a Meat Cutter apprenticeship shall be entitled to hours of work in both the Meat Cutter and the Meat/ Deli/Seafood Clerk or Asian Kitchen Cook classifications up to the limit which was worked as a Meat/Deli/Seafood Clerk or Asian Kitchen Cook. A full-time Meat/Deli/Seafood Clerk or Asian Kitchen Cook shall on that basis retain full-time status. If the employee was part-time, the limit shall be based on average hours worked during the thirteen (13) weeks prior to commencement of the apprenticeship.

6.21 Cross-Training for Meat/Deli/Seafood Clerks

In order to ensure that Meat/Deli/Seafood Departments are properly staffed, and to maximize hours and scheduling flexibility between departments, the Employer shall make cross-training in Deli, Seafood and Meat Wrapping available by seniority to all qualified Clerks where hours are (or become) available. The cross-training program shall be designed and implemented so that all employees are given equal opportunity to be cross-trained. Once trained, the Clerk may be scheduled for available hours in any or all areas in which they are trained.

The Employer shall make available to each Meat/Deli/Seafood Clerk a form upon which they shall designate in which areas they have been trained, in which areas they wish to be trained and areas, if any, in which they do not wish to receive available hours of work. The completed forms must be returned to the Employer. Copies of the completed forms will be forwarded to the Union upon request. Employees who fail to return the form will be deemed to be satisfied with their present training status.

Should an employee later advise the Employer, in writing, on a form provided by the Employer, that they wish to receive cross-training, that training will be undertaken.

In order to avoid a reduction, a full-time employee facing reduction to part-time may request this cross-

training and be cross-trained by seniority along with those employees having requested such training.

Employees who state in writing that they do not wish to be scheduled for available hours in Meat Wrapping, Deli, or Seafood shall not have a claim upon hours worked by junior employees in the area(s) opted out of.

As soon as possible after the information becomes available and as changes occur thereafter, the Seniority List will be updated to reflect the training each Clerk has received. If a Clerk has been trained in an area but has opted not to work in that area, such training need not be reflected on the Seniority List.

6.22 Delicatessens

In initially staffing a new delicatessen, the Employer shall first look to bargaining unit members for qualified Meat/Deli/Seafood Clerks before hiring new staff. It is understood that existing Meat/Deli/Seafood Clerks will be canvassed, and subject to qualifications, will be given the position of Deli Manager. While an employee is the designated Deli Manager, a claim against their hours shall not exist.

ARTICLE 7 — RETAIL MEAT INDUSTRY PENSION PLAN

7.01 The Employer agrees to pay to the trust account or trust fund established for the Retail Meat Industry Pension Plan (hereinafter called the Plan), the sum of

one dollar and forty-nine cents ($1.49) per straight time hours actually worked, not to exceed eleven dollars and ninety-two cents ($11.92) per day or fifty-nine dollars and sixty cents ($59.60) per week on behalf of each employee.

Straight time hours actually worked shall for purposes of Pension include hours of paid vacation and paid statutory holidays.

Pension Contributions over the age of seventy-one (71):

Divert employer's contributions to members over the age of seventy-one (71) to the Health and Welfare Trust.

7.02 The contribution shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period, at the prime interest rate of the Bank of Canada, on a per annum basis, from the last day of the period. The applicable prime interest rate for the first six (6) months of any year will be the rate in effect on January 1st of that year and for the last six (6) months of any year the rate in effect on July 1st.

Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

Pension credits shall apply for all time while receiving Long-term Disability Benefits.

7.03 The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. The terms of the Plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the parties are bound by the actions taken by the Employer and Union Trustees under the Plan.

7.04 UFCW Union Pension Plan

I. The Employer will participate in the United Food and Commercial Workers Union Pension Plan (hereinafter referred to as the Plan and/or Trust, as applicable) on the following terms and conditions:

i) Effective December 28, 1997 participation in the Plan and Trust will be through a separate Division (the Safeway Division) as provided for under the Plan and Trust as follows:

a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall

be credited to the Safeway Division, except as provided below:

b) Subsequent to the transfer to the Plan and Trust of the assets and liabilities of the Retail Meat Industry Plan and Trust as contemplated by this Agreement the Union and Employer will request the Trustees of the Plan to allocate to the Safeway Division the liabilities for accrued benefits in respect of active and disabled employees subject to the Collective Agreement, and retired and terminated vested employees who were subject to the Collective Agreement at their retirement or termination, along with a pro-rata share of the assets of the Local 247 Division of the Trust in which they will have accrued benefits. Such allocation to be carried out as of January 1, 1998 on terms and conditions to be established by the Trustees on the advice of the Plan actuary.

c) It is understood that the foregoing allocation and transfer of assets and liabilities to the Safeway Division shall only be carried out as of January 1, 1998 after the transfer to the Plan and Trust of the Retail Meat Industry Plan and Trust if the Plan actuary can confirm, based on the actuarial valuation to be carried out as of that date that after the transfer to the Safeway Division the financial condition of the remainder of the Local 247 Division is such

that it will be able to maintain, based on the actuarial assumptions and methods employed for the valuation, a level of accrued benefits and future service benefit accruals at least equal to those in effect at January 1, 1998 for at least five (5) years. For this purpose, future service benefit accruals currently in effect at January 1, 1998 shall be reduced pro-rata to reflect the rates of the Employer's current contribution rate to the standard rate of one dollar and forty-nine cents ($1.49) per hour. If this condition is satisfied then, subject to any legal requirements, the transfer of assets and liabilities to the new Division shall be carried out as soon as possible after January 1, 1998 and will be made effective as of that date.

If the condition described above cannot be satisfied, then the transfer of assets and liabilities to the Safeway Division shall be delayed and carried out as of the date when the Plan actuary confirms the conditions can be satisfied. If the transfer of assets and liabilities is delayed then it is agreed that the Trustees of the Plan and Trust shall have the power to direct a portion of the future contributions payable under this Collective Agreement to the Local 247 Division as recommended by the Plan actuary to complete the funding of any unfunded liabilities, if any, under the Local 247 Division.

The amount determined by the Plan actuary for this purpose shall be calculated on a basis which results in an equivalent level of contribution towards the unfunded liability by all employers participating in the Local 247 Division.

ii) Under the terms of the Plan and Trust, provision is to be made for a Retirement Committee with equal representation from the Employer and any Unions in such Division, with responsibility for the separate Division of the Plan and Trust described above.

The Employer and the Union will appoint appropriate persons and their replacements to act as members of the Retirement Committee and as Trustees for the Divisions in which they participate.

iii) Commencing with the later of December 28, 1997 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:

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

Age Last Birthday	**Percentage**
• Less than 30	NIL
• 30 or more but less than 40	1%
• 40 or more but less than 50	2%
• 50 or more	4%

Contributions by participating Employees shall be made by payroll deduction.

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

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

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

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

1. employees who are disabled on December 28, 1997 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or Long Term Disability Plan to which the Employer makes contributions, as long as they continue to be disabled and entitled to such benefits;

2. employees who are disabled on December 28, 1997 and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits;

3. employees who are absent from work at December 28, 1997 as a result of a statutory maternity or parental leave as long as they continue to qualify for such leave.

The Employer will provide to the Trustees a listing of all employees subject to the Collective Agreement who are subject to each of the foregoing three paragraphs.

b) By the Employer - the percentage set forth below of the Earnings of each participating Employee. The percentage applicable shall be as follows:

Date	**Percentage**
• Last Sunday of 2013	8.75%
• Last Sunday of 2016	9.00%
• Last Sunday of 2017	9.25%
• Last Sunday of 2018	9.50%

The Employer and the Union understand and agree that it is the responsibility of the Pension Plan Actuary and the Pension Plan Trustee to administer the Pension Plan and make any changes to the features of the Pension Plan that they consider appropriate in the particular circumstances. The Employer and the Union also agree that, once the Pension Plan is fully funded, the Employer's contributions will be reduced by 0.25% increments annually until the level becomes eight percent (8.00%).

c) Employee and Employer contributions, along with a list of the participating Employees for whom they have been made, shall be forwarded by the Employer to the Trust

Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty-one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each participating Employee:

1. their Earnings;

2. the Employee contribution deducted from the Earnings;

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

4. the date they became an Employee if they first became a participating Employee in the Employer's four (4) or (5) week accounting period;

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

6. such other data as the Trustees indicate they require for the administration and operation of the Plan.

II. General

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

ii) The Employer agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder.

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

iv) It is understood and agreed that with respect to the operation of the Safeway Division to which contributions are payable pursuant to this Agreement, except for any unfunded actuarial liabilities which exist or are created effective as of January 1, 1998, no unfunded actuarial liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.

v) Effective on the date of ratification and continuing until December 28, 1997, the Employer agrees to contribute to the Retail Meat Industry Pension Plan at the level set forth in the Collective Agreement which was first effective in 1996.

vi) The Union and Employer agree that they will take all appropriate actions to effect a transfer of the Retail Meat Industry Pension Plan to the Plan and Trust as a separate Division (the Local 247 Division). It is understood that such transfer shall be made as of January 1, 1998 after the Plan and Trust has been amended to provide the Divisional Concepts and for Participation in the Plan and Trust by Local 247 on the basis discussed between the Union and the Employer and the Plan actuary in the negotiations leading up to the conclusion of the Collective Agreement.

vii) The Union and the Employer agree that they will request the Trustees of the Retail Meat Industry Plan and Trust to amend the Plan to provide for those benefit improvements and other changes consistent with the basis discussed between the Union and the Employer and the Plan actuary in the negotiations leading up to the conclusion of this Collective Agreement.

ARTICLE 8 — SICK LEAVE BENEFITS & W.C.B.

8.01 Sick Leave Benefits

a) Full-Time Employees

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 and seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but only after completion of a three (3) month full-time employment eligibility period.

A full-time employee who is reduced to part-time by the Employer, will be paid sick leave up to their accumulation, for actual time off the job due to illness not covered by Weekly Indemnity.

b) Part-Time Employees

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement.

If an employee fails to meet the above hourly requirement for a period of thirteen (13) consecutive weeks from the time they first fail to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated sick leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied

only to absences on the employee's regularly scheduled work days.

c) Payout

Employees who retire on pension, or who voluntarily terminate their employment, or who are permanently laid off, shall upon such retirement, voluntary termination or permanent lay-off, be paid any sick leave accumulation they may have to their credit.

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

Employees, if found abusing the privileges of this Article, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefits of the employee, or terminate the employee, but any such termination shall be subject to the Grievance Procedure.

Accumulated sick leave information will be shown on the weekly pay stub.

The Employer shall apply any accumulated sick leave to absences due to sickness or non-compensable accident not covered by insured Weekly Indemnity Benefits and may supplement Weekly Indemnity at the employee's request, but not to exceed the employee's normal earnings.

Employees shall provide as much notice as possible when they are unable to report for a scheduled shift. Employees shall make a reasonable effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

8.02 Workers' Compensation Board

a) W.C.B. Make-Up

Where a full-time employee qualifies for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at their regular hourly rate of pay and what they receive from Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on their regular hourly rate of pay and what they receive from the

Workers' Compensation Board for a period up to thirteen (13) weeks from the first day of absence due to injury on the job.

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

b) Day of Injury

All employees shall be paid the balance of their shift, by the Employer, on the first day of an accident, subject to verification that such accident is a valid W.C.B. claim.

c) W.C.B. Advance

In the event the W.C.B. challenges initial coverage, or after going on W.C.B. benefits, the W.C.B. terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the employee will be entitled to a W.C.B. advance as specified below.

If an employee is entitled to Long-term Disability and/or Weekly Indemnity benefits, pursuant to Article 9, the Employer shall process an employee's application for such benefits. At the Employer's option, the employee will pursue appeal procedure under the W.C.B. Should an appeal to the W.C.B. result in the payment of

wage-loss benefits, the Long-term Disability and/or Weekly Indemnity benefits paid for the corresponding period of time will be refunded either directly from the Board, or if not possible, from the employee.

d) Injurious Work Requirements

If an employee believes the amount of work they are required to perform is excessive or will result in injury to them, the question shall be referred to Article 17.

8.03 Return to Work after Absence Due to Illness or Injury

After any absence due to illness or injury, the employee must be returned to the job when capable of performing their previous duties or such modified duties that may be available and the employee is capable of performing. (See Letter of Understanding No.7 – Re: Provincial Accommodation Committee).

8.04 Rehabilitation Program

Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing their usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs. (Benefit Maintenance - see Article 9.07).

The parties mutually agree to co-operate with the Workers' Compensation Board or any other agency in

efforts to rehabilitate an injured worker. Where re-entry into the bargaining unit is not possible because of permanent disability, the parties agree to co-operate to re-train an injured worker.

8.05 Health, Safety, Education and Training Fund

Effective Sunday following ratification (October 22, 2023) the Employer shall remit monthly contributions to the above Fund on the basis of nine cents ($0.09) per hour multiplied by the number of hours worked by all employees.

Employer contributions shall increase in accordance with the following table:

Effective Date	New Contributing Rate (per hour worked)
October 4, 2026	Ten Cents ($0.10)
October 3, 2027	Eleven Cents ($0.11)

8.06 Store Health and Safety Committees

The Employer agrees to maintain a Health & Safety Committee in each store. The Committee shall function in accordance with W.C.B. Health and Safety Regulations. A bargaining unit employee shall be elected by the members in the store or shall be appointed by the Union to each Committee.

8.07 Joint Retail Meat Health and Safety Committee

The parties shall establish an Employer/Union Retail Meat Safety Committee which will be comprised of an equal number of Union and Management Representatives, with a minimum of two (2) from each. This Committee will deal only with Health and Safety matters which are generic to the Employer's operations as well as issues referred by the Store Committees. Initially, the Committee shall meet at least quarterly.

ARTICLE 9 — HEALTH AND WELFARE PLAN

9.01 Full-Time Employees

The Employer shall make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer, to eligible full-time employees. Such an employee shall be considered eligible when they have qualified under the thirty-two (32) hour eligibility rules below with a minimum of thirteen (13) consecutive weeks' service.

For full-time employees reduced by the Employer to part-time and not laid off, full coverage, regardless of hours worked, shall be maintained in accordance with Article 9.03 and Group Life Insurance shall be the amount specified in Article 9.05. In the case of Weekly Indemnity and Long-term Disability, the amount shall be the average of earnings during the thirteen (13)

weeks immediately preceding the date of accident or illness.

The following benefits for full-time employees who are laid off will be maintained by the Employer for one-half (½) of the employee's recall period as specified in Article 14.07:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance
- Hearing aid, eyeglasses, and prescription drug coverage.

9.02 Part-Time Employees

The Employer shall also make available the benefits to the employees who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in Article 9. For the purpose of entitlement and disentitlement, the conditions set out below will apply:

1. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Article 9 on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4/4/5 basis: e.g. if an employee had averaged thirty-two (32) hours per week in the three (3)

months prior to April 25th, they would become eligible for the benefit package on May 1st.

2. If an employee fails to meet the eligibility test, they will continue to be eligible for three (3) months. At that time, they will be tested again and if eligible, benefits will be maintained. If not eligible, benefits will cease.

   Thereafter, at the end of each month, the employee's eligibility will be tested and as soon as they become eligible again, benefits will be reinstated.

   The Employer shall also make available:

   - M.S.P. (Provincial Medical Plan)
   - Extended Health Plan
   - Eye-glass, Drug and Hearing Aid Plan

   to employees, (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. Such employees shall receive these benefits as described for full-time employees in Article 9. For the purpose of entitlement and disentitlement, the hours' test set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

   Enrolment for these benefits shall be a condition of employment for eligible full-time employees,

except for such employees as may hereinafter be exempted in respect to medical benefits only.

New employees who are covered by M.S.P. at the date of their employment can elect to maintain their continuity of coverage to be paid as per Article 9.03.

9.03 Medical Benefits

The M.S.P. or such other Medical Plan which will provide similar benefits shall be provided by the Employer. The full premium rates shall be paid by the Employer.

Employees having other medical benefit coverage by reason of dependency status that is acceptable to the Employer will be exempted from the Employer's plan for such benefits. If the dependency coverage of such employee is discontinued, they may apply for enrolment in the Medical Services Plan.

The M.S.A. Extended Health Benefits Plan or its equivalent already in effect will be continued and provide that each member shall pay the first twenty-five dollars ($25.00) of eligible expenses in any one (1) calendar year. The full premium rates to be also paid by the Employer.

The Extended Health Benefits for full-time employees and eligible part-time employees as described in this Article 9 shall include the following:

1. **Prepaid Drug Plan With No Deductible**

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

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

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

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

All employees' dependants shall be covered by the above benefits. Eligible dependants shall be wife or husband and a covered employee's unmarried children under the age of nineteen (19) or under the age of twenty-five (25) while attending an educational institution, provided such person is still dependent on the employee.

9.04 Weekly Indemnity Benefits – Grid A

The Employer shall pay the cost of providing these benefits. Weekly Indemnity Benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or sickness or where no hospitalization is involved, the fourth (4th) day of absence from consecutively scheduled shifts due to sickness or accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be paid at the rate of seventy-five percent (75%) of straight time hourly wages. The weekly benefit for part-time employees shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

The payment of the Weekly Indemnity Benefits shall be calculated on a five (5) day per week basis for employees regularly working the basic work week. Eligible part-time employee's Weekly Indemnity Benefits shall be calculated on a seven (7) day per week basis.

Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time that the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to their entitlement. Similarly, when payments are stopped by the carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of their entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the carrier, shall be returnable to the Employer. The parties agree to request the Trustees to explore a new reimbursement policy, with respect to Third Party Liabilities.

The Employer shall pay the fee for the Medical Reports required by the Employer for sick leave or Weekly Indemnity provisions to a maximum of fifty dollars ($50.00).

The Company agrees to cooperate with Pacific Blue Cross, regarding the potential to convert WI and LTD payments to direct deposit. Subject to the carrier’s ability to do so, employees shall have the option of direct deposit or home delivery of WI and LTD benefits.

Should an employee receive Safeway Weekly Indemnity Benefits as the result of an accident and they subsequently receive a wage-loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings, such earnings shall be reimbursed to the Company. Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

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

9.05 Group Life Insurance

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

Conversion Privilege

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

If an employee qualifies for the Retiree Death Benefit, the amount of it will be deducted from the amount of life insurance they are otherwise entitled to convert.

An employee will have thirty-one (31) days to make application for conversion and to pay the required premium following termination of insurance. However, if the employee is given written notice of the right to convert, the employee has no more than thirty-one (31) days from the date of termination of insurance, or until twenty-five (25) days after notice is given, whichever is the later date.

If an employee should die within the thirty-one (31) day period after the coverage ends, the amount of insurance will be paid to the beneficiary. If the life insurance is payable under the group policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

9.06 Long-Term Disability Plan – Grid A

A standard Long-Term Disability Plan (L.T.D.) will be instituted, premiums to be paid for by the Employer and be applicable to full-time employees and regular part-time employees who become eligible by working an average of thirty-two (32) hours for three (3) consecutive months. Such employee must fail to meet these hour requirements for a period of three (3) consecutive months from the time they first fail to meet it before they are disqualified.

Pension credits shall apply for all time while receiving this benefit.

The Long-Term Disability Plan shall be based on sixty percent (60%) of an employee's salary and will commence when Workers' Compensation or Weekly Indemnity is exhausted, if Weekly Indemnity was available and provided any Government payments involved as a result of the employee's absence due to disability will be included in determining the sixty percent (60%) payment.

Employees on L.T.D. shall receive earned vacation leave pay at the expiry of thirty-nine (39) weeks of continuous illness upon return to work or termination of employment.

Should the Federal or Provincial Government introduce legislation, the effect of which is to supplement or overlap existing welfare plans, the parties signatory to this Agreement agree to immediately discuss modifications of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Collective Agreement, such change to be effective as of the date that the plan involved is altered because of legislation referred to above.

9.07 Maintenance of Benefits

The Employer shall maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on sick leave to a maximum of six (6) months.

The Employer shall maintain the cost of the following Health and Welfare premiums only for those employees on Long-Term Disability for the duration of the Long-term Disability:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance
- Extended Health Plan covering eye-glasses, drugs and hearing aid benefits

For employees on a W.C.B. rehabilitation program covered by Article 8.04, the Employer shall maintain benefits for the term of the rehabilitation at the level existing at the date of injury to a maximum three (3) month period, or for such longer period of rehabilitation, including a gradual return to work program as may be determined by the W.C.B. in addition to the six (6) months set out above. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being re-trained for a job outside any of the contract bargaining units. Employees that return from an approved WCB leave to pre-leave hours do not have to re-qualify for benefits.

9.08 UFCW Union Health and Welfare Trust and Plan – Grid B

1. Effective March 29, 1998 (the Effective Date), the Union and the Employer agree to deliver certain benefits to employees of the Employer, who are subject to the terms and conditions of this Collective Agreement, through the United Food and Commercial Workers Union Health and Welfare Trust and Plan (hereafter referred to as the Trust and/or Plan as applicable). It is understood that prior to the Effective Date the Plan and Trust will be amended as necessary to permit participation by the Employer with respect to its employees who are represented by Local 247.

2. The Employer will participate in the Plan and Trust through a separate Division (the Safeway Division) as provided for in the Trust as follows:

   a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to the Safeway Division.

   b) Under the terms of the Plan and Trust, provision is made for a Benefit Committee with responsibility for each Division of the Plan and Trust.

Each Benefit Committee consists of an equal number of members to be appointed by the Employer(s) and the Local Union(s) participating in the Division.

The Employer and the Union will appoint appropriate persons and their replacements to act as members of the Benefit Committee and as Trustees for the Division in which they participate.

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

4. It is understood that the Benefit Committee will have the power to determine the Benefit Plan to be provided to the employees, the conditions of eligibility for such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall have the power to amend or modify the terms and conditions of the Plan and the eligibility rules

provided that no change or modification is inconsistent with the Collective Agreement unless specifically agreed to by the Employer and the Union.

Subject to the approval of the Trustees, the Benefit Committee will ensure that the benefits provided to those in the new job classifications will reflect the level of contribution provided for in this Agreement for these persons.

5. The Plan and benefits initially provided for employees, other than those in the new job classifications, shall not be less favourable nor better than the programmes in effect at the Effective Date and will include:

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

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

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

including a list of employees for whom they have been made.

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

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

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

      i) Fifty percent (50%) to reduce future Employer contributions

      ii) Fifty percent (50%) to improve the benefits available to employees

b) The rate of contribution for Extended Health Benefits, which are provided in respect of employees other than those in the new job classifications, will be agreed to between the Employer and the Union and may be subsequently changed by the Trustees as necessary to adequately finance these benefits.

8. Production Clerk Benefits

The Parties have established a jointly trusteed Health and Welfare Trust Fund to provide benefits for "Meat Production Clerks" and "Meat/ Deli/Seafood Production Clerks" in addition to those of statutory declaration.

The Employer and the Union agree to cooperate to develop the E.H.B. Benefit. Eligibility shall be determined by the Benefit Committee, subject to the approval of the Trustees as set out in 9 below.

Grid B Benefit Package Contributions

1) <u>Dental and EHB</u>
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.

2) <u>Medical Services Plan (MSP), WI, LTD; Life Insurance; and/or AD&D</u>
Effective Sunday after ratification 2013 the Employer shall contribute thirty cents ($0.30) per hour worked for the purposes of providing one or a combination of the above benefits.

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

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

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

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

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

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

    a) the Benefit Committee will adopt a process for resolving disputed claims;

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

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

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

    b) either the Employer, the Benefit Committee or the Trustees can determine that it is necessary to terminate this arrangement

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

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

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

    a) Identification number

    b) Type of benefits being paid

    c) Date of disability

    d) Status of Life Premium Waiver

    e) Such other information as the Trustees determine necessary

13. Payment of disability income benefits in respect of an employee who has a date of disability prior to the Effective Date will remain the responsibility of the Employer. The Employer will also be responsible for obtaining a waiver of Life Insurance premiums for any Long Term Disability claims in respect of dates of disability prior to the Effective Date.

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

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

16. The Employer will continue to make Medical Services Plan (MSP) benefits available to employees (except students and those in the new job classifications) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months based on the entitlement and disentitlement tests set out in Article 9.02 of this Agreement.

9.09 Dental Care Plan – Grid A

The Employer agrees to make such hourly contributions to the British Columbia Retail Meat Industry Dental Care Plan, for each straight time hour actually worked in the bargaining unit, except for

employees classified as Meat Production Clerks and Meat/Deli/Seafood Production Clerks, as determined by the Joint Trustees of the Plan as necessary to maintain the Dental benefits contained in the 1971-1973 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1st, 1972.

Effective April 1, 1993, the orthodontic limits shall be increased to three thousand dollars ($3,000.00) for eligible dependants.

Straight time hours actually worked shall for purposes of Dental contributions include hours of paid vacation and paid statutory holidays.

In the event the Government of Canada or the Province of British Columbia provide a non-contributory Dental Care Plan with similar benefits, the Employer's obligations to continue contributions to the British Columbia Retail Meat Industry Dental Care Plan shall cease. Should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Meat Industry Dental Care Plan and the Employer's contribution in respect to the cost of these benefits shall cease, provided the Employer pays the full cost of premiums levied by the Government for such services to a maximum of current contributions to this Plan.

ARTICLE 10 — VACATIONS WITH PAY – GRID A

10.01 A "Year of Service" for the purposes of paid vacation shall mean seventeen hundred (1,700) hours of actual work with the Employer within a calendar year provided, however, that all time absent on paid vacation, paid statutory holidays, paid accumulated time off, time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident and the 1969 and 1975 lockouts and the 1996 strike/lockout, shall be considered as hours of actual work.

Maternity leave shall be counted for determining a "year of service" as will leaves of absence for Union business relating to conventions and in the case of leaves of absence for Union business for other purposes for a period of up to twelve (12) months.

"Years of Service" shall also be deemed to include any period which an employee served in the armed forces during time of war or declared National emergency, provided that they were an employee of the Employer immediately prior to joining the armed services, and resumed employment with the Employer immediately following their discharge. For the purposes of paid vacation where the services of an employee are retained by a purchaser of the business, their services shall be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

Approved leaves from work shall not break an employee's continuous service for vacation entitlement. Where leaves are not considered as time worked under the terms of the Collective Agreement, the absence shall be bridged, that is, not counted and the employee's service shall be deemed to be continuous.

If the Employer reduces a full-time employee to part-time, such reduction period shall be bridged to maintain continuous service for vacation entitlement under Article 10.02.

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

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

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

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

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

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

10.03 Vacation Pay

Vacation pay for vacation provided in Article 10.02 shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled.

Effective January 3, 1988, the percentage vacation pay in Articles 10.03, 10.05, 10.06 and 10.07 shall be computed on the basis of one-fifty-second (1/52) for each two percent (2%) of entitlement, excluding the annual sick leave payout.

Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

10.04 Vacation Pay Timing

Where an employee who has not received vacation pay under Article 10.06 is not scheduled to work on or after the last regular payday prior to starting vacation, they can notify the Store Manager, in writing, that they wish to receive vacation pay one (1) week early and shall be

accommodated provided such notification is received by Saturday of the week prior to the week in which the vacation pay is desired.

Vacation pay will be paid during an employee's week of vacation, not prior to vacation.

10.05 Employees who work a minimum of fourteen hundred and fifty (1,450) 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 (1,450) 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 (1,450) 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 (1,450) 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.

10.06 Where an employee has worked throughout a calendar year, but for less than seventeen hundred (1,700) hours of that calendar year so that they have not earned an annual holiday, and where their employment has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that they had not earned an annual holiday, an amount equal to four percent (4%) 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 1st 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.

Grid A & B:

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 31st of the previous year on forms provided by the Employer.

An employee may rescind their notice to the Employer after December 31st and request to be paid out their vacation balance in advance. Such a request will not be unreasonably denied.

10.07 Employees whose employment is terminated or if they terminate and give two (2) weeks' notice, in writing, to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with Articles 10.01, 10.02 and 10.03 prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

10.08 If an employee is transferred from one bargaining unit to another in British Columbia, the employee's vacation entitlement as defined in Article 10 shall be transferable. However, vacation selection shall be in accordance with Article 10.09.

10.09 Vacation Selection Procedure

Vacation time shall be selected by employees within each store strictly in order of seniority. Meat Cutters shall select vacations as a separate group. Meat/ Deli/Seafood clerks will continue to select vacations by classification or by department in the case of larger stores. Past practice and staffing requirements of the department shall determine the method to be used.

Relief Staff employees in the Lower Mainland and multi-store bargaining units outside the Lower Mainland shall be considered as one store for the selection of vacation.

During the period of June 15 to September 15 the following formula shall apply:

> Number of employees (per first paragraph above) X 2 weeks divided by 13 weeks = the maximum number of employees (rounded up) off per week.
>
> In a week that contains statutory holiday(s), where the number allowed off per above formula is greater than one (1), the number will be reduced by one (1).

By November 1st of each year, the Employer shall commence circulating a vacation selection list in each store. Each employee may initially select two (2) weeks during the period of June 15 to September 15 or three (3) weeks if so entitled during the period January 1 to June 15 or September 15 to December 31. All employees shall be entitled to receive these two (2) or three (3) weeks consecutively. Vacation weeks may be selected during all weeks of the year, except the week of Christmas unless approved by management, with a minimum of one (1) employee on vacation per week. If management does approve Christmas week then the week will be offered on the basis of seniority. When all employees in the classification have selected their initial two (2) or three (3) weeks, the list shall be re-circulated and the employees shall again by seniority, select their next week of vacation from the list of remaining available weeks except the months of July and August and the week of Christmas unless management approves the selection of vacation during

these periods. This procedure shall be continued until all employees have selected their full vacation entitlement. If Christmas Day falls on Wednesday to Saturday, "the week of Christmas" shall be the current week and if Christmas Day falls on Sunday to Tuesday it shall be the prior calendar week.

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 up to two (2) weeks of vacation and break it into five (5) or ten (10) Single Day Vacation days off.

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

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

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

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

Single Day Vacation will be selected in the following process:

- Employees must declare that they wish to break one week or two (2) weeks 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.

- The vacation selection procedure shall be completed and the final list shall be posted no later than December 15.

10.10 Grid A & B:

Selected vacation weeks may only be changed by mutual agreement between the Employer and the employee affected.

10.11 Grid A:

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).

10.12 Grid A:

Upon the employee's request, the Employer shall schedule the first day of the week after a vacation as a day off and the employee's starting time for the first shift upon returning from vacation shall be written on the schedule prior to leaving on vacation.

10.13 When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had they been working. Where an employee takes three (3) or more consecutive weeks' vacation with pay, and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay, if, in the opinion of the Employer, an extra day's

vacation with pay will interfere with vacation schedule or hamper operations.

10.14 Vacation Bridge

The Employer agrees to extend the vacation bridge for Maternity Leave taken prior to the vacation bridge provision coming into effect in 1993. Changes to vacation entitlement shall be applied to vacation time off for 2009. It will be the employee's or the Union's responsibility to contact the Employer's Human Resource Dept. by December 31, 2008 to have their entitlement reviewed. These changes will take effect for vacations in 2009.

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

Any Grid A employee who did not meet one thousand seven hundred (1,700) hours at any time in their career, will now have those years bridged for the purposes of vacation entitlement.

If this results in additional weeks of vacation, those shall be scheduled as unpaid in the 2025 vacation year and paid starting in the 2027 vacation year.

Grid A employees will be required to work one thousand seven hundred (1,700) hours a year to count towards their next week of vacation for future vacation entitlement weeks.

10.15 Production Clerk Vacation Pay

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

	Time Off	**Vacation Pay* (Percentage (%) of Gross Pay)**
Less than 3 years continuous service	2 weeks	4%
3 or more years continuous service	3 weeks	6%
8 or more years continuous service	4 weeks	8%
13 or more years continuous service	5 weeks	10%

ARTICLE 11 — LEAVES OF ABSENCE

11.01 The leaves of absence specified in Article 11 may be pyramided and combined with vacations to a maximum of two (2) years in duration.

For leaves of absence of less than four (4) weeks, the employee must pay the cost of their benefits existing at the time of the leave for the term of the leave.

For leaves of absence of four (4) weeks or more, employees may prepay their E.H.B., H.E.P., Life Insurance premiums. During this period of leave, an employee will not accrue any vacation entitlement. The employee's anniversary date shall be adjusted to reflect the period of leave, and to reflect there is no loss of continuous service for vacation purposes.

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

11.02 Short Term Leave of Absence

Except as otherwise specified in the Collective Agreement, applications for a leave of absence without pay to a maximum of six (6) weeks will be adjudicated on the basis of merit, compassion, length of service, and the staffing requirements of the store. A leave of absence shall not be unreasonably withheld.

11.03 Extended Leave of Absence

All employees with four (4) years of continuous service are eligible to apply for an unpaid leave of absence up to twelve (12) months. Employees on the top wage rate shall be eligible to apply for an additional unpaid leave of absence once they have returned to work for twelve (12) months.

11.04 Take-A-Break Leave of Absence

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. Take-A-Break Leaves will not be granted in July, August and the week of Christmas.

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 T.A.B. up

to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter. Applies to Grid A only.

5. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

11.05 Educational Leave

Employees with four (4) years of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year.

The following terms and conditions shall apply to such leaves:

1. An employee shall be granted Educational Leave subject to the availability of replacement staff.

2. Written application for the Leave shall be co-ordinated through the Human Resources Department at least one (1) month prior to the commencement of the Leave. Notification of the person going on Leave shall be provided to the Store, Union and employee involved.

3. If at the same time, more than one (1) employee per store requests the same period of time off, seniority shall be the determining factor in scheduling the Leave.

4. In subsequent years, such written requests shall be granted again subject to the points above.

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

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

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

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

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

This provision shall be complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

11.06 Military Leave

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

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) consecutive weeks, taken during the period that begins no earlier than thirteen (13) weeks prior to the expected birth date and no later than the actual birth date and ends no later than seventeen (17) weeks after the leave begins. The employee may choose to delay the commencement of their pregnancy leave, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to pregnancy leave.

2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to seventeen (17) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under point 1 or 2.

4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date. 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 birth.

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 physicians 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.*

11.08 Paternity Leave

An employee about to become a father or co-parent shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or the adoption of a pre-school child or children.

The employee may use A.T.O.'s or one (1) week's vacation at their option.

11.09 Unpaid Extended Parental Leave

Employees may request an unpaid leave of absence of up to six (6) months related to the birth or adoption of a child. This leave must commence within eighteen (18) months of the birth or adoption. Application for this leave shall be in writing and provided to store management at least one (1) month in advance. All other provisions of Article 11.10 shall apply.

11.10 Parental Leave

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

    a) for a birth parent who takes leave within one (1) year of the birth of a child and in conjunction with pregnancy leave taken under Article 11.07 - 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 parent, other than an adopting parent, 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 an adopting parent - up to sixty-two (62) weeks of unpaid leave beginning 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.*

11.11 Funeral and Bereavement Leave – Grid A & B

In the event of death of a sibling, parent-in-law, sibling-in-law, grandparent, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement and/or the time of service.

Employees may split their entitled time off between bereavement and time of service.

All family members listed in this Article shall include “step” family members. For example, parent also includes step-parent.

In the event of the death of a spouse, parent, legal guardian, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be rescheduled at some later date as mutually agreed between the employee and the Employer.

For a part-time employee the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

Employees may request up to five (5) working days of vacation time, ATO, or unpaid leave for time off in the event of the death of other family members not listed above.

The above provisions apply to all employees.

11.12 Return from Leaves

In a multiple Store Bargaining Unit, any employee who is absent from work for a period of one (1) year or less under the terms of the Collective Agreement (e.g. Weekly Indemnity, W.C.B., Leave of Absence, Education Leave, Maternity Leave) shall return to the store from which their leave commenced, unless an alternate location is required to facilitate a rehabilitation program.

11.13 Family Responsibility Leave

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

a) the care, health or education of a child in the employee’s care; or

b) the care or health of any other member of the employee's immediate family.

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.

11.15 Other Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves of absence as provided in The *Employment Standards Act*. Eligibility for such leaves will be determined in accordance with the *Employment Standards Act*. (British Columbia).

ARTICLE 12 — MISCELLANEOUS

12.01 Wearing Apparel – Grid A & B

Where the Employer requires an employee to wear smocks or aprons, the Employer shall provide such

smocks and aprons free of cost to the employee. Appropriate coats for use in refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer.

The Employer shall provide each employee two (2) Safeway uniform shirts each calendar year. Employees shall be responsible for laundering these shirts. Employees who terminate their employment with the Employer shall return all of their shirts to their store.

New employees shall receive one shirt when they are hired and a second shirt within six (6) months.

The Employer will amend their policies to make the wearing of hats or hair nets voluntary. Should any law be enacted or enforced the parties agree that this policy will be amended if necessary to be in compliance.

12.02 Time Off to Vote – Grid A & B

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

12.03 Union Market Cards

The Employer shall display either the official Union Market Card or Decal of same of the United Food and Commercial Workers Union (or any successor

organization as a result of merger[s]) in a location where it can be seen by the customers.

12.04 Time Off for Union Business – Grid A & B

Employees chosen for such purposes, shall be given time off with pay in order to attend Union Conventions, or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence. The Employer will bill the Union for wages paid to an employee involved in Union business on the basis of:

1. Full-time employees - wages, pension and dental contributions, plus ten percent (10%) of wages.

2. Part-time employees - wages plus pension and dental contributions.

Upon at least three (3) week's prior notice by the Union, the Employer shall grant one (1) employee a one (1) month's leave of absence without pay to attend to Union business. Such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

Leave of Absence shall be extended up to twelve (12) months, or for a longer period by mutual agreement,

where an employee is granted leave for the purpose of acting on the Relief Staff of the Union or is on special organizational assignment for the Union.

12.05 Discipline Interview – Witness – Grid A & B

Where an employee attends an interview with management for the purpose of receiving a formal discipline report, or for a security interview, the employee shall have the right to a witness of their choice, no exceptions. If during any other private corrective interview with management where, during the interview, it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Articles 16.04 (1) or 16.05, the interview shall be temporarily suspended so that the employee may call in a witness of their choice. Any witness used by the employee in the above situation will be another employee working in the store at the time the interview is being held. It is understood the witness in a security or harassment interview is an observer and not a participant.

12.06 Employee Files – Grid A & B

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

12.07 Store Visits of Union Representatives

Duly authorized Union Representatives shall be entitled to visit the store for the purpose of observing

working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. When entering a store, the Union Representative shall identify themselves to the Store Manager, or in their absence, the person in charge.

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

1. carried on in a place in store designated by Management.

2. held whenever possible during the lunch period; however, if this is not practical,

3. during regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company time, unless with the approval of Management.

4. held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules, and any discrepancies, shall be presented under Article 17. The Union Representative may attempt to resolve problems through the Store Management prior to implementation of Article 17.

12.08 Picket Lines

In the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the bargaining unit, the Employer will in no way require or force members to report to work behind such a picket line, nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their place of work.

12.09 Bulletin Board

Bulletin Boards will be supplied by the Union and will be placed in lunch rooms, or other areas in the store as mutually agreed.

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

1. Meeting notices.
2. Dental Plan information.
3. Pension Plan information.
4. Safety information.

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

12.10 Shop Stewards

1. There shall be one (1) Shop Steward per department with a maximum of three (3) Shop Stewards per store. Shop Stewards will be appointed by the Union.

2. Complaints and grievances of a minor or emergency nature may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 17 and 18.

3. The Shop Steward may raise grievances and complaints with the designated representative of the Employer on Company time during regular working hours.

4. When a Shop Steward is investigating a complaint or grievance on Company time, they will first notify the Manager.

5. The Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.

6. As far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operation of the department or service to customers.

7. Transfers shall not be used to discriminate against Shop Stewards.

   The Employer and the Union agree to recognize a Shop Steward in each bargaining unit or geographic zone as determined by the Union.

   The Employer and the Union agree to hold joint Union/Management meetings in each store at least once per quarter - initially with a Union Representative and/or a Shop Steward present. All meetings involving the store Shop Stewards will take place during regular working hours and be paid for by the Employer.

12.11 Deemed Time Worked

Unless otherwise specified in the Collective Agreement, paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

12.12 Technological Change

Any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

1. Where the Employer introduces, or intends to introduce, a technological change that:

a) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and

b) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations refer the matter directly to an Arbitration Board pursuant to Article 18 by bypassing all other steps in the Grievance Procedure.

2. The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:

a) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

b) that the Employer will not proceed with a technological change for such period, not

exceeding ninety (90) days, as the Arbitration Board considers appropriate;

c) that the Employer reinstate any employee displaced by reason of the technological change;

d) that the Employer pay to the employee such compensation in respect to their displacement as the Arbitration Board feels reasonable;

e) that the matter be referred to the Labour Relations Board under Section 54 of the Labour Relations Code of British Columbia.

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

a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and

b) alters significantly the basis upon which the Collective Agreement applies.

12.13 No Discrimination - Racial and Sexual Harassment – Grid A & B

The parties endorse the principles outlined under the B.C. Human Rights Act wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union in respect to matters such as race, creed, colour, sex, nationality, ancestry, or place of origin.

The Employer recognizes the rights of employees to work in an environment free from racial and/or sexual harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer, it will be investigated on a priority basis. The Employer shall ensure that the Company Policy on Discrimination/Sexual Harassment be available and accessible to all employees.

12.14 Polygraph Tests – Grid A & B

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

12.15 Charitable Donations – Grid A & B

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

12.16 Lockers – Grid A & B

The Employer shall provide lockers and/or other security devices for the use of employees. Employees may be required to share lockers in Stores where space is presently insufficient to allow individual lockers. Although the type of equipment may vary from Store to Store, it is the intent to provide for the proper and secure storage of the employee's clothing and personal effects.

12.17 Temperature Control

The Employer agrees to maintain adequate heating facilities in each Store. Guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations shall be posted in the Meat Department.

12.18 Drug and Alcohol Assistance Program – Grid A & B

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

ARTICLE 13 — SENIORITY – GRID A & B

13.01 Seniority shall mean length of continuous service with the Employer in British Columbia as a member of UFCW 247.

Any employee who is rehired by the Employer within ninety (90) days of their termination date shall be considered a new employee for the purposes of this Collective Agreement, except for their rate of pay and experience hours, which shall be maintained in full up to maximum of the top rate of the Grid B Wage Scale (Article 6.01) and their vacation entitlement, up to the maximum allowable under Article 10.15 Grid B – Vacation Entitlement.

Continuous service shall include strikes, lockouts and all leaves of absence from work pursuant to the Collective Agreement. Employees shall retain and continue to accrue seniority during such absences.

An employee's seniority date shall be the date of hire. If two (2) or more employees hired after the date of ratification have the same seniority date, their relative position on the seniority list shall be determined by hours worked as of four (4) months from the date of hire.

Should a full-time employee permanently transferred out of the bargaining unit subsequently be reduced to part-time within a period of twelve (12) months from the original date of transfer, they will have the right,

upon notifying the Employer in writing, to return to the bargaining unit in which they have seniority rights.

Should a full-time employee temporarily transferred subsequently be reduced to part-time within a period of six (6) months from the temporary date of transfer, they will have the right, upon notifying the Employer in writing, to return to the bargaining unit area in which they have seniority rights.

13.02 Seniority Lists

Separate seniority lists shall be established for each of the six (6) following groups, and shall be applicable to the bargaining units:

1. Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters and Apprentices)

2. Meat/Deli/Seafood Clerks (including Deli Department Manager, Assistant Deli Manager, and Seafood Operator)

3. Asian Kitchen Clerks (including Asian Kitchen Production Clerks)

4. Meat Production Clerks

5. Meat/Deli/Seafood Production Clerks

6. Specialty Foods Production Clerks (including Specialty Foods Supervisor)

Seniority for Meat/Deli/Seafood Clerks shall be interchangeable for seniority purposes, only when they can do the job involved.

The Union shall provide the Employer with a complete list of all Shop Stewards prior to sending out the Bargaining Unit seniority list.

Once the Employer receives this list of names, they shall give the Bargaining unit seniority lists to each Store's Shop Steward/Contact Person every February and August of each year.

The Employer shall provide the Union with a bargaining unit seniority list containing all Bargaining Units, every four week-ending period.

13.03 Grid A

Full-Time Status

A Grid A full-time position shall exist for all purposes of the Collective Agreement when a Grid A employee has worked an average of thirty-six (36) hours per week (exclusive of replacement hours for an extended absence(s) of W.C.B., W.I., L.T.D. or Leave of Absence) during a fourteen (14) week period in the bargaining unit in the area covered by the Collective Agreement or as a result of Home Store employees retiring (or otherwise leaving the Bargaining Unit). Such Grid A full-time positions shall be filled in accordance with Article 13.06. Available hours on the Float/Relief Staff are not considered to be replacement hours. Grid A

full-time positions on the Float/Relief Staff shall be filled on a seniority basis. Employees shall be notified when they are working or assigned replacement hours. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

If during such fourteen (14) consecutive week period, an employee is temporarily transferred to another bargaining unit of the Union job posting region, such transfer will not void any accumulated service to that point, and upon their return, will resume accumulation of their entitlement to seniority.

Employees (except Float/Relief Staff) who replace absent Grid A Full-time employees shall not be entitled to status of a full-time employee by reason of such work, but shall be given credit for such relief. In the event, however, that the replacement goes beyond three (3) consecutive months and if the employee has worked an average of thirty-six (36) hours or more per week, the employee may raise the question of whether a Grid A Full-time position should exist and the issue will be determined in accordance with the following definition: “Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. If an employee working more than thirty-six (36) hours per

week for the required period alleges that they are being prevented from working forty (40) available hours, the employee may request an explanation from the Store Manager. If the employee is not satisfied with the explanation, the Union may lodge a grievance in accordance with Articles 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

If it is determined that a Grid A Full-time position exists, such position will be filled in accordance with Article 13.06. If it is determined that a Grid A Full-time position does not exist and should the employee continue to work replacement hours for a further twenty eight (28) week period, at an average of thirty-six (36) or more hours per week, a Grid A Full-time position shall be deemed to exist and filled in accordance with Article 13.06.

Any Grid A employee who becomes full-time pursuant to the preceding two (2) paragraphs must be so advised in writing by the Employer with a copy of the letter going to the Union Office. If such a Grid A employee is reduced by the Employer to part-time status before the employee has been a Grid A Full-time employee for the additional twenty-eight (28) weeks, the maintenance of benefits will be subject to the thirty-two (32) or twenty-four (24) hour requirements specified in Article 9. In the event, however, that the employee remains full-time Grid A for the additional twenty-eight (28) weeks, the employee, if reduced by the Employer, will maintain benefits as described in

Article 9 without regard to the hours being worked by the reduced full-time Grid A employee.

Once per quarter, the Union may request a fourteen (14) week average hours worked report from the Employer for part-time Grid A employees working thirty-six (36) or more hours per week. The Union will be provided with a copy of the report within seven (7) days of the request. The report will be used by the parties to determine the potential for additional full-time Grid A positions within each store. Once the report is generated, the Parties will determine if "replacement hours" are a factor in the hours worked to ensure the report identifies true Grid A Full-time positions. Actual full-time Grid A positions identified by this process will be posted in accordance with Article 13.06 of the Collective Agreement.

13.04 Meat/Deli/Seafood Clerk Classification

Transfers to another Geographical Area (Lower Mainland)

When a part-time employee wishes to be moved to a new geographic area within the Bargaining Unit as specified in this section for reasons other than maximizing their hours, they shall advise the Employer, in writing, of their wishes.

When there is a vacancy in the geographic area, that vacancy shall be filled on a seniority basis from the list of all employees in the group of the available position who have advised the Employer of their desire to

relocate. Once the requested relocation has been completed, the employee shall not be eligible to sign another transfer request for a period of six (6) months, unless their hours are reduced for four (4) consecutive weeks, in which case a letter may be submitted immediately. The geographic areas for selection shall be:

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 Westminster**
   Store Nos. 4911, 4913, 4917, 4930, 4931, 4936, 4977, 4980

4. **Surrey, North Delta, White Rock**
   Store Nos. 4900, 4903, 4914, 4920, 4939

13.05 Meat Cutter Classification Percentage

No Meat Cutter hired prior to the date of ratification (October 20, 2023) shall be reduced in hours to achieve the 100% Grid B objective. The above shall not result in less than one (1) meat cutter per store.

13.06 Job Posting – Grid A

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 (1st) and/or fifteenth (15th) 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 Region 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 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 once and filled first by the most senior part-time employee who applies. If there are no part-time Grid A applicants then the posting will be filled by the most senior full-time Grid A employee that applies and there will be no further backfill posting.

c) If there are no applicants for the vacancy then a Grid B transfer opportunity will be posted.

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.

13.07 Meat Cutter Relief Staff

In the Lower Mainland bargaining unit only, the Relief Staff shall consist of:

1. Full-time and part-time Relief Staff employees who choose not to exercise their seniority for assignment to permanent stores.

2. All newly-hired employees, except Production Clerks, until such time as their seniority allows them a permanent store assignment except that new employees may be temporarily assigned to a Store for initial training. Such training time shall not be deemed to be available hours of work which would otherwise be assigned to more senior employees.

3. Present full-time and part-time employees who, in the future, become Relief Staff employees by

mutual agreement between the Employer and the employee.

A Relief Staff employee shall have seniority within the Bargaining Unit.

13.08 Maximizing Hours

Employees shall be entitled to the maximum number of hours each day that are available in their department(s) up to their restriction.

13.09 Transfer of Employees

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

If an employee is transferred or hired into a single store bargaining unit for the purpose of assuming the Head Meat Cutter or Deli Manager position in that bargaining unit, and if such transfer or hiring will result in the lay-off or a reduction in hours of an employee in that bargaining unit, the Union and the Employer shall meet and shall earnestly attempt to resolve the matter.

13.10 Head Meat Cutter, Deli Manager and Seafood Operator Reversion – Grid A

Upon written request to the Employer, a Head Meat Cutter may revert to Meat Cutter or Journeyperson 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 they 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 they were promoted from or previously worked in one of these positions. Regardless of the location the employee returns to, they 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.

The Employer will provide any successful candidate for a Head Meat Cutter, Deli Manager, Seafood Operator, or Assistant Deli Manager vacancy with a letter outlining the step-down process prior to the employee being placed into that position. The employee will sign a copy of the letter which will then be added to the employee's personnel file and a copy shall be provided to the Union upon request.

13.11 Rehabilitation – Grid A & B

In rehabilitation cases under Article 8.04, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs if deemed necessary by the Union and Employer. The employees shall retain the seniority they held in the previous job or classification for seniority purposes in the new job or classification.

13.12 Transfer of Work between Classifications

It is recognized that Meat/Deli/Seafood Clerks and Meat Cutters have shared certain job functions on a store by store basis. Therefore, if work is transferred from one classification to the other, the parties shall meet to assess the allocation of such shared work on the claimant or claimants, if any.

13.13 Right of Grievance

Any employee who is laid off or fails to receive hours of work to which they are entitled according to the provisions of Articles 13, 14, 15 and 16 shall be compensated for the hours involved in any such violation at their regular rate of pay, subject to the grievance procedure.

It is a recognized responsibility of an employee to inform the Employer of an alleged infraction in scheduling with respect to this Article as soon as it is known by the employee.

13.14 Seniority Regions for Store Closure

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, effective Sunday after ratification, 1997, 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, 4918, 4920, 4930, 4931, 4936, 4939, 4940, 4941, 4942, 4950, 4958, 4966, 4967, 4968, 4976, 4977, 4979, 4980, 4998

Okanagan/Kootenay Region/Cariboo/Northern BC Region:

4916, 4919, 4924, 4925, 4928, 4946, 4948, 4952, 4955, 4960, 4970, 4972, 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 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 14 — LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES

14.01 In lay-offs, the reduction of hours and recall of full-time employees, seniority shall govern unless there is a less senior full-time employee whose qualifications and ability to perform the job are greater.

As long as an employee holds the position of Head Meat Cutter, Deli Manager or Seafood Operator or Assistant Deli Manager (in a Lifestyle store), a claim against their hours or Home Store Assignment shall not exist.

An Assistant Head Meat Cutter and Assistant Deli Manager (non Lifestyle store) shall not be scheduled hours out of seniority except as specified in Letter of Understanding Re: New and Replacement Stores.

As long as an employee holds an Assistant Head Meat Cutter/Assistant Deli Manager position (non Lifestyle store), claims against their hours by employees hired after ratification (1997) shall not exist.

There shall be only one (1) Head Meat Cutter, one (1) Assistant Head Meat Cutter, one (1) Deli Manager and one (1) Assistant Deli Manager per store.

14.02 The Employer shall give full-time employees one (1) week's notice in writing prior to lay-off or reduction of hours. Such notice shall not be required in cases of lay-

offs or reduction of hours due to fire, flood or other cases of force majeure.

14.03 A senior restricted part-time employee can claim hours from a junior full-time employee in order to maintain hours of work up to the restriction. This option shall only be implemented if there is no other way to maximize the hours.

14.04 Job Protection

This Article shall be effective Sunday after ratification 1997.

Notwithstanding Article 13.02 (Seniority Lists), all employees within the Meat Cutter and Meat/Deli/Seafood Clerk classifications shall have the option to exercise their seniority to claim hours in any classification in order to maintain their hours and minimize lay-off(s) and/or reductions in hours. Such employees shall claim hours in the following order:

1. In their Home Store and classification.

2. In other Stores within the Geographic Area in their classification.

3. In other Stores in the Bargaining Unit in their classification.

4. In other stores in the job posting regions in their classification.

5. Transfer to the Relief Staff.

6. In their Home Store in another classification.

7. In other Stores in the Bargaining Unit in other classifications.

The above procedure cannot result in a remaining shift of less than four (4) hours' duration.

Employees working in a combination of Meat Cutter and Meat/Deli/Seafood Clerk hours shall maintain benefits based on the total hours worked between the two classifications. A.T.O. shall be calculated on the basis of the Meat/Deli/Seafood Clerk rate plus fifty percent (50%) of the difference between the two rates of pay.

All work performed by an employee who exercises seniority for claimable shifts under Article 14.04 in another classification shall be paid at the rate of pay appropriate to the work being performed.

All work performed as per Letter of Understanding #1 will be paid Meat Cutter rate of pay.

An employee shall not be reclassified by virtue of exercising seniority in another classification except:

1. A Meat/Deli/Seafood Clerk exercising seniority in the Meat Cutter classification for non-shared

duties shall have the option of being reclassified as Meat Cutter Apprentice under Article 6.19.

2. A Meat Cutter may change classification to Meat/Deli/Seafood Clerk within the Bargaining Unit, and retain their Meat Cutter seniority date on the Meat/Deli/Seafood Clerk seniority list. Such employee shall also have the right to Meat Cutter hours by seniority after reduced full-time and part-time Meat Cutters on the Meat Cutter Seniority List have been scheduled.

The employee shall also have first option by seniority to return to an available Meat Cutter position.

The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

14.05 Grid A

Employment in Other Bargaining Units

Part-time and reduced full-time employees shall be offered available hours of work in adjoining bargaining units. It is understood that if such hours are worked, the employee shall not begin to accumulate seniority in the adjoining unit until an official transfer has been acknowledged in writing.

14.06 Reduction of Hours of Work of Full-Time Employees

The area for the purpose of applying seniority shall be the bargaining unit as described in Article 2.

The Employer will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time or student help. Part-time employees or students will not be scheduled for hours that could be worked by the laid-off or reduced full-time employee.

If a full-time position is eliminated in a Home Store location:

a) The affected employee may exercise their seniority over the least senior full-time Home Store employee in the same geographic area as defined in Article 13.03 OR they may similarly exercise their seniority over the least Senior full-time Home Store employee in the Bargaining Unit.

b) The employee being bumped may exercise seniority over the least Senior full-time employee in the Bargaining Unit OR move to the Float/Relief Staff OR claim all available eight (8) hour shift(s) in their Home Store and exercise seniority on the Float/Relief Staff for additional hours in order to protect their full-time status.

If an employee feels that they are prevented from retaining full-time hours because replacement hours

are being scheduled to part-time Home Store employees, the parties shall meet and shall earnestly attempt to resolve the matter.

14.07 Recall of Full-Time Employees

Full-time employees laid off or having hours reduced shall be offered available work in accordance with Article 13 and 14 provided:

1. No more than twelve (12) months has elapsed since the last day worked by the employee.

2. The employee reports for duty within twenty-four (24) hours from the time they are contacted with the following exceptions:

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

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

3. The employee is capable of performing the work.

The twelve (12) months and twenty-four (24) hours deadlines contained in (1) and (2) above respectively, shall be extended if upon recall, an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident up to a maximum of one (1) year and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

14.08 Counter Ready Meat Impact Programs

The following programs are to be made available on an on-going basis to UFCW Local 247 members on the payroll as of the date of ratification, 2003, in order to provide them a severance package in proportion to hours lost in the Bargaining Unit as a result of a pending or actual introduction of Counter Ready product.

Counter Ready product is defined as any product which is introduced in a form which is substantially ready for sale. This program shall apply to pre-ratification 2003 employees who are in the Meat Cutter and Meat/ Deli/Seafood Clerk classifications when it is projected that hours of work will be lost due to a planned introduction of this product or if hours of work have been lost as a result of the gradual and cumulative introduction of product which as of date of ratification 1997 is produced or handled in-store by Bargaining Unit employees.

An employee who has not been cross-trained shall immediately upon request be given cross-training if it is required to maintain the employee's hours of work.

The Employer and the Union shall establish a Counter Ready Joint Labour Management Committee to monitor the implementation of Counter Ready Meat. The committee shall have equal representation from the Employer and the Union.

The program is as follows:

1) Projected Impact

In projecting the expected impact of a planned introduction, the joint Labour Management Committee shall rely on the studies which are accepted within the Industry.

Notwithstanding the best efforts of the parties, it is the actual result of the implementation which

shall govern the extent of the severance packages. Therefore, the projected impact shall be adjusted by the actual reduction in hours to eligible employees arising from the introduction of the product.

2) Cumulative Impact

The Joint Labour Management Committee shall monitor and track all cumulative losses of hours or work due to the introduction of this product.

3) Baseline

The average hours worked in the Meat Cutter and Meat/Deli/Seafood classifications by each part-time employee during the previous fifty-two (52) weeks shall be used as the employee's baseline for the minimum impact.

4) Formula

The formula for determining the number of severance packages which will be made available by department is the projected loss of hours per week or actual hours per week lost divided by thirty-six (36) hours. Any fractional amount shall be applied to future losses of hours.

5) Offering of Severance Packages

Each full severance package shall be made available to eligible employees who wish to voluntarily terminate their employment. Each

package shall be allocated to the Department where the hours are lost or are projected to be lost. Bargaining Unit seniority shall determine who receives the severance packages.

6) Voluntary Severance Packages

These packages shall be offered to employees who choose not to accept another job in the Company that may be offered to them at the rate of pay for that job, before proceeding to point #7:

i) Full-Time Employees

For full-time Meat Cutters and Meat/Deli/ Seafood Clerks in the Bargaining Unit, the following incentive will be made available to those employees who wish to voluntarily terminate their employment:

a) A lump sum payment to a maximum of thirty-eight thousand dollars ($38,000.00) as per Schedule I.

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A lump sum payment to a maximum of ten thousand dollars ($10,000.00) calculated as follows:

If the sum of an employee's age and service exceeds fifty (50), an additional amount of one thousand dollars

($1,000.00) will be paid for each year by which the sum exceeds fifty (50) to a maximum of ten thousand dollars ($10,000.00).

ii) Part-Time Employees

Part-Time Meat Cutters and Meat/ Deli/Seafood Clerks who wish to voluntarily terminate their employment shall receive a lump sum payment based on their average weekly hours as per the attached Schedule I. The average weekly hours shall be their average weekly hours paid for the fifty-two (52) weeks ending prior to impact date or fifty-three (53)-week year ending January 4, 2003, whichever is greater.

The number of employees eligible for voluntary termination will be in proportion to the impact using full-time equivalent jobs.

Example: If two full-time equivalent severance packages are available at a total of seventy-two (72) hours and if three (3) senior employees who elect the severance pay have averaged twenty-four (24) hours per week as determined in point #2 above, then each employee shall receive one (1) package based on twenty-four (24) hours.

7) Severance Pay for Affected Employees

Should the number of employees taking advantage of the voluntary severance packages in #6 above not be sufficient to adjust the labour force to meet the requirements of Counter Ready and Case Ready Product and a lay-off or reduction of hours occurs, the following shall apply for the affected employees:

i) Full-Time Employees

Laid off full-time Meat Cutters and/or Meat/Deli/Seafood Clerks shall receive severance pay consisting of one (1) week's pay for each full year of consecutive service in UFCW Local 247 Bargaining units to a maximum of twenty-six (26) weeks. A week's pay shall be the employees' regular rate times forty (40) hours.

Should a full-time employee be reduced to part-time as a result of the introduction of Counter Ready Product and subsequently resign their position or not accept the severance package at the time of lay-off, the above package shall be paid immediately upon the employee tendering their resignation within the twelve (12) month recall period.

ii) Part-Time Employees

Part-time Meat Cutters or Meat/ Deli/Seafood Clerks who are laid off as a result of the introduction of Counter Ready Product shall receive one (1) week's pay based on their average weekly hours paid for the fifty-three (53)-week year ending January 4, 2003 for each full year of service in a UFCW Local 247 Bargaining Unit.

Should a part-time employee be laid off as a result of the introduction of Counter Ready Product and not accept the severance package at the time of lay-off and subsequently resign their position, the above package shall be paid immediately upon the employee tendering their resignation within their recall period.

ARTICLE 15 — LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES

15.01 In lay-offs and recall of part-time employees, seniority shall govern, provided the employee is available and can perform the work. In reduction and increase of hours preference in available hours of work in a bargaining unit shall be given to senior employees in the same classification within the bargaining unit,

provided they are available and can perform the work in accordance with Article 15.03.

15.02 No employee (part-time or student) shall be scheduled to work hours which can be worked by a more senior employee (part-time or student).

15.03 Part-time employees shall be given preference in available hours on a seniority basis within their permanent store, Float/Relief Staff subject to the following:

1. Hours which become available as a result of scheduled absences, such as W.I., W.C.B., L.T.D., Vacation and Leaves of Absence will be scheduled to the Float/Relief Staff.

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 full-time work by completing Appendix B 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 their 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.

An employee shall not be entitled to restrict their availability more than once in a six (6) month period unless mutually agreed otherwise.

Grid A restricted employees shall be entitled to the maximum number of hours each day that are available in their classification up to their stated restriction. The statutory holiday pay shall be in addition to actual time worked.

3. Lifting of Restriction

A restriction of hours may be lifted at any time, and when lifted, the employee must be willing to work all hours available to them in accordance with their seniority.

Employees wishing to lift their restriction shall notify the Employer, in writing, of their intent. They will receive hours in accordance with their seniority on the next posted schedule.

When reductions in hours occur according to Articles 15.01 and 15.02, the restriction letters will in no way affect the provisions of Article 15.

4. Exchange of Stores

In the Lower Mainland bargaining unit, when a part-time employee has advised the Employer of a desire for more hours as set forth in Articles 15.03(2) and (3) the Employer shall initiate an exchange of permanent stores within one (1) month of receipt of letter, to allow that employee to maximize their hours in accordance with their seniority. After such exchange, the senior employee shall not be eligible to sign another increase in hours request for a period of six (6) months unless their hours are reduced for four (4) consecutive weeks in which case a letter may be submitted immediately.

In all other bargaining units, employees may exercise their seniority in all stores within the bargaining unit.

5. Scheduling of Students – Grid A & B

1) A student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance.

2) The Employer and the Union agree that employees who attend one or two classes per week shall not be required to restrict their availability in accordance with Article 15.03 (3). In order to qualify for exemption from Article 15.03 (3), an employee must have the Employer and the Union (Shop Steward) authorize their attendance on a sign-off form available from the Employer.

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:

   (a) Employees become or revert to student status or,

   (b) It is established that they have ceased being a student and will not be resuming their studies in the next semester or school term.

Upon notification, status changes as per (a) and (b) will be reflected on the next posted schedule.

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.

6) It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four (4) hours consecutive. Students must be available for shifts when not attending classes.

7) Student's restrictions for the times required to attend classes will not apply during any school breaks. The twenty-eight (28) hour restriction will apply. Students may work additional hours above their restriction during school breaks, after the hours have gone through the schedule.

8) Where a disagreement arises regarding this clause and results in a grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

15.04 Recall of Part-Time Employees

Part-time employees laid off or having hours reduced shall be offered available work in accordance with Article 15, provided:

1. Part-time employees with more than one (1) year's continuous service shall have twelve (12) months' recall rights.

2. Part-time employees with one (1) year or less continuous service shall have six (6) months' recall rights.

3. The employee reports for duty within twenty-four (24) hours from the time they are contacted with the following exceptions:

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

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

4. The employee is capable of performing the work.

   The twelve (12) month, six (6) month and twenty-four (24) hour deadline contained in (1), (2) and (3) above respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident up to a maximum of one (1) year and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

15.05 Article 15 can be amended during the life of the Collective Agreement by mutual agreement of the parties.

ARTICLE 16 — TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION

16.01 Severance Pay on Closing of Stores

If there is a permanent closure or sale or transfer of ownership of a store or part thereof causing an employee with full-time years of service to lose their employment, the Employer hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:

FULL-TIME SERVICE	SEVERANCE PAY
Up to two (2) years:	Forty (40) hours' pay
Over two (2) years:	Forty hours' pay for every year of full-time service to a maximum of forty (40) hours' pay times twenty (20) weeks.

Except as specified below, this Article does not apply to a temporary lay-off; full-time employees who accept other full-time or part-time employment with the Company; full-time employees who lose employment and are re-instated within thirty (30) days to a full-time status; or to employees in a store which is sold or the business is transferred if the employee is immediately

re-hired on a full-time basis without loss of seniority or benefits, by the new owner or operator.

In the event of a store sale, an employee shall be given the option of receiving severance pay in lieu of employment with the new (purchasing) owner subject to mutual agreement between the new (purchasing) owner, the Union and the employee concerned.

Should an employee who has a combination of full and part-time years of service lose employment due to the circumstances set out in Article 16.01, then such employee shall be entitled to severance pay under this Article according to the Employee's total years of full-time service only.

Employees who are eligible for severance pay under this Article at the date of the store closure shall be given the option of receiving their severance pay entitlement or transfer to another bargaining unit and retain the right to terminate their employment at any time during a period of twelve (12) months from the date of transfer if their hours become negatively affected. The accrued severance pay shall be paid to the employee upon termination.

Employees who are laid off as the result of store closure(s) in their Bargaining Unit or their Zone can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period

then a new recall period shall commence from the date of a subsequent lay-off.

Employees who qualify for severance pay as listed above shall not be entitled to the benefits contained in Article 16.02 pertaining to normal termination.

16.02 Termination Pay

Commencing with completion of the probationary period, full-time employees, when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first sixty (60) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

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

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

Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given

whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, except where the employee has a bona fide reason for such absence.

16.03 Articles 13.15, 16.01, and 16.02 shall not invalidate an employee's right to process their termination and to be re-instated, as set out in Article 16.

16.04 Terminations

1. No employee shall be terminated without proper cause, and no employee shall be discriminated against for any lawful union activity, or for reporting to the Union the violation of any provision of this Agreement.

2. Any employee alleging wrongful termination may place their allegation before the Union, and if the Union considers that the objection of the employee has merit, the termination shall become a grievance, and be subject to the grievance procedure as established by this Agreement.

3. In termination cases, an Arbitration Board shall consider that an employee is on probation for the first four (4) months of employment.

4. If an employee has been terminated without proper cause, they shall be reinstated and shall

receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by the employee for other employment, and their full pay. A Head Meat Cutter may be reinstated as a Journeyperson, if mutually agreed to by the Employer and the Union or by a decision of a Board of Arbitration.

5. Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of their termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the employee.

16.05 Intimidation

If an employee walks off the job and alleges Management has deliberately coerced or intimidated them into doing so, the matter shall be considered under the Grievance Procedure, and if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievance must be filed not later than five (5) days after the incident that gave rise to the situation.

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

ARTICLE 17 — GRIEVANCE PROCEDURE

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which, the Union Representative or Representatives, and the Employer Representative or Representatives, shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration or, if the parties mutually agree, to a single arbitrator acceptable to both parties.

17.02 By mutual agreement, the parties may invoke the following procedure to facilitate the settling of grievances:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, or operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties, shall at the request of either party:

1. investigate the difference;

2. define the issue in the difference; and

3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (⅓) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or their substitute.

ARTICLE 18 — BOARD OF ARBITRATION

18.01 Pursuant to Article 17, the parties may mutually agree to a single arbitrator. In the event of a failure of the parties to find mutual agreement, within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name an impartial Arbitrator. Within five (5) days of the appointment of the impartial Arbitrator, they shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

18.02 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 17. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Article 18.01.

1. Access to the expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Article 17.

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

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

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

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

6. Matters not referred to Expedited Arbitration may be referred by either party to the regular Arbitration procedure as contained in Article 18.01 and all Arbitrations referred under Article 18 must be held within ninety (90) days of referral to Arbitration and a decision must be rendered within twenty (20) days of the Arbitration being presented.

18.03 No person shall serve as an impartial Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to an impartial Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the impartial Arbitrator shall be governed by the provisions of this Agreement. The impartial Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its

parts, but may, however, interpret its provisions. The expense of the impartial Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the impartial Arbitrator shall be binding and enforceable on all parties.

ARTICLE 19 — SAVINGS CLAUSE

19.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

ARTICLE 20 — EXPIRATION AND RENEWAL

20.01 Except as otherwise provided herein, this Agreement shall be effective from April 1, 2023 to and including April 1, 2028 and thereafter from year to year. The provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lock-out has commenced.

Subject to the foregoing, either party may, within four (4) months prior to April 1, 2028, or any subsequent

anniversary thereof, give notice in writing to the other party to negotiate a revision thereof.

The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

Signed this 20th day of October 2023.

FOR THE COMPANY	**FOR THE UNION**
Sean Naldrett	Dan Goodman
Julie Ams	Cathy Shannon
Denise Hill	Elisca Long
Eleina Lyngen	Brian Taylor
Franco Lucarelli	Alicia Whitehead
Ryan Shannon	Erin O'Leary
	Wendy Dewhurst
	Joanne Lipp

Margaret Robins

R. Doug Insley

Oenone Bain

Kirste Hawgood

Dave Baillie

ADDENDUM

The following understandings between the undersigned parties will apply during the term of the Collective Agreement:

1. The Union agrees that Article 2 of the Collective Agreement shall not in any way require the Employer to change their current policy in handling or selling of such products, nor shall it limit or restrict Management's rights as outlined in Article 1 of the Agreement. It is further agreed that the Employer shall have the same rights and/or privileges as other Employers under similar agreements with this Union in the area covered by this Agreement.

2. TRANSFERS - The Employer agrees that if an employee alleges that they have been transferred for the main reason of encouraging them to terminate their employment, the Union Representative and the Employer shall discuss the matter with a view of resolving the problem.

LETTERS OF UNDERSTANDING

NO. 1 — REDUCTION OF HOURS OF WORK

The parties recognize that within the meat trade, Meat Cutters perform "wrapping" functions as part of their overall duties.

Notwithstanding the foregoing, where Journeyperson Meat Cutters and Meat Wrapper(s) work in the same Meat Department, and a reduction of hours occurs, and a question of wrapping hours arise, the Employer and Union will meet to discuss and resolve the situation bearing in mind the operational needs of the Meat Department within the stores and the overall job functions of the Journeyperson.

In resolving the issue, the parties shall consider the manner in which hours of work are being scheduled giving consideration to past practice in each individual store or bargaining unit and failing all else, reductions in hours will be by seniority.

NO. 2 — NEW DEPARTMENTS

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions has created situations where seniority rights, rate of pay and other matters need to be reviewed and resolved. The Union and the Employer agree to co-operate and resolve these issues on a mutually agreeable basis.

NO. 3 — SEAFOOD DEPARTMENTS

It is mutually agreed that where separate Seafood Departments exist, a Seafood Department Operator shall be designated.

As of date of ratification, the following stores have Seafood Departments:

Nos. 4900, 4901, 4903, 4908, 4909, 4911, 4912, 4913, 4914, 4916, 4917, 4918, 4919, 4920, 4928, 4930, 4931, 4936, 4939, 4940, 4941, 4942, 4946, 4948, 4950, 4952, 4955, 4958, 4960, 4966, 4967, 4968, 4970, 4972, 4973, 4974, 4976, 4977, 4979, 4980, 4998

While an employee is the designated Seafood Department Operator, a claim against their hours shall not exist.

The parties agree to meet and discuss departments that are experiencing financial difficulties and to determine whether an Operator is required in these particular departments.

NO. 4 — JOINT UNION/MANAGEMENT REVIEWS

a) The Employer and the Union agree to meet to review the individual performance of stores that are experiencing financial difficulties or whose continued viability is questionable.

   On an ongoing basis, the Employer and the Union will discuss methods to improve the performance of stores and will hold joint, co-facilitated meetings with store employees

to discuss improvements in the particular store. The content will be mutually agreed upon prior to the commencement of the meeting.

In particular, the Union and Employer shall review the competitive impact of other retailers on the company's business and with respect to this Letter of Understanding, the impact on the individual store being reviewed by the Parties. In the event issues arise during the term of the Collective Agreement where the Employer becomes concerned about the viability of a store, it is agreed that the Employer and the Union shall meet to specifically discuss measures that could be taken to address the concern. Upon request of the Union, the Employer will provide, in confidence, full financial disclosure for the store being reviewed to the two senior officials of the Union.

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement. If no agreement can be reached on Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than one hundred and eighty (180) days from the commencement of the

discussions. This time period may be extended by mutual agreement.

b) The Employer and the Union will also discuss the potential of returning Safeway stores to the full Safeway Collective Agreement terms after the store or stores in question have operated on modified terms for a reasonable period of time.

The parties will discuss any changes in the general competitiveness of the industry in which the Employer carries on business and the local marketplace of the stores in question since the implementation of terms that vary from the full terms of the Safeway Collective Agreement.

If the changes have been sufficiently favourable to result in the full or significant competitive recovery of the store or stores in question, then the Employer and the Union shall discuss the possibility of returning the store or stores to the full terms of the Safeway Collective Agreement or some interim partial improvement, taking into consideration the resulting impact of any action taken on the future performance of the store or stores.

If the parties cannot agree on whether or not a change should occur and/or how and when the change should occur, then the matter shall be referred to final offer selection arbitration for final and binding resolution.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than one hundred and

eighty (180) days from the commencement of the discussions. This time period may be extended by mutual agreement.

NO. 5 — COMBINING BARGAINING UNITS

In order to provide a mechanism for the possible merger of Bargaining Units, the following terms, conditions and methods for ratification shall apply:

1. Where it is proposed by the membership that two (2) or more Bargaining Units be combined and two (2) or more Bargaining Units vote for merger, those Bargaining Units voting in favour of merger shall be merged.

2. If Bargaining Units vote not to merge, future consideration to merge will be given if a majority of members in two (2) or more units indicate, in writing, that they wish to conduct a merger vote. Such written notification can be in the form of individual letters or a joint petition signed by a minimum of fifty percent (50%) of the members in each Bargaining Unit.

3. The method of voting on a merger within each Bargaining Unit shall be at the discretion of the Union.

NO. 6 — PRE-RETIREMENT PHASE-OUT

The Union and the Employer agree to establish a pre-retirement phase-out program whereby, notwithstanding Articles 13 and 14, full-time employees may change positions with part-time employees and the following provisions shall in such cases supersede the Collective Agreement:

1. The full-time employee shall retain their seniority date and shall be scheduled the restricted number of hours. If hours up to the stated restriction are not available, the employee shall have the option of returning to full-time status, commencing with the next posted work schedule. This option shall also apply to members who after their reduction are faced with serious unforeseen circumstances such as the death of a spouse, financial difficulty, etc.

   If, as a result thereof, it becomes necessary to reduce another full-time employee, such reduction shall be in accordance with the terms of the Collective Agreement and the affected employee shall be returned to their previous status and benefit entitlement.

2. An employee may only exercise the options in point (1) above once without prior agreement between the Employer and the Union.

3. The full-time reduced employee shall qualify for health and welfare and sick benefits in accordance with the Collective Agreement.

4. If a full-time employee wishes to restrict themselves to part-time, but there is no part-time employee with whom to change positions, the employee shall hold seniority over all employees hired in the same classification after the date of the restriction.

This Letter of Understanding may be amended by mutual agreement between the parties during the term of the Collective Agreement.

NO. 7 — PROVINCIAL ACCOMMODATION COMMITTEE

The Parties recognize the employer's legal obligation with respect to an employee's request for accommodation in the workplace. A Representative from UFCW Local 247, and the Employer representative will discuss workplace accommodations (as per Article 8.03, 8.04) and resolve issues concerning unresolved accommodation programs (i.e. a worker has failed in multiple attempts at returning on an accommodation program).

NO. 8 — CHANGES IN WORK OPERATION

Where it can be shown that changes made by the Employer in the work presently performed by the employees in the Bargaining Unit results from a change in the method, style, or concept of the Employer's operation and, should these changes have an adverse affect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet to determine a reasonable solution. The parties

acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the expedited arbitration process. In arbitrating the affect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternative "reasonable solution" which is based upon the positions of the two parties.

NO. 9 — BARGAINING PROTOCOL

It is agreed that the Union shall within the four (4) months immediately preceding April 1, 2028, only deliver notice pursuant to Article 19 of the Collective Agreement for employees within either Zone 1 or Zone 2, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Zone shall apply to employees in the other zone. It is agreed that both Zones will never be struck or locked out at the same time during any Collective Bargaining to conclude a revision of this Agreement.

The Union will notify the Employer within one (1) year but not less than six (6) months prior to the expiry of the Collective Agreement as to which Zone the Union intends to bargain. The remaining Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

The Bargaining Protocol shall not supersede any provision of the B.C. Labour Relations code.

NO. 10 — NEW BANNERS

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

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

NO. 11 — EQUAL OPPORTUNITY

The Employer and the Union are committed to establishing equal opportunities of employment. They will seek to identify and remove any barriers which may exist in employment areas for Bargaining unit members. The Employer is committed to the ongoing training of its employees for either traditional or non-traditional jobs.

NO. 12 — RE: A.T.O.'s

It is recognized that there may be certain situations outside of Article 5.18 where A.T.O. may be arranged based on mutual agreement between the Employer, Union and employees in each store. In such cases, the method of taking A.T.O.'s shall not be used as preferential treatment and this will apply to all eligible employees covered under this Collective Agreement.

In order to monitor and resolve issues regarding scheduling of A.T.O.'s, the Employer shall forward monthly A.T.O. accumulation lists for all bargaining units to the Union. Each Shop Steward / Contact Person in the bargaining unit will receive a store specific A.T.O. accumulation list on a monthly basis.

There is a commitment between the parties to resolve any A.T.O. issue quickly, if brought forward.

NO. 13 — ASSISTANT HEAD MEATCUTTERS AND ASSISTANT DELI MANAGERS IN NEW AND REPLACEMENT STORES

While an employee holds the position of Assistant Head Meat Cutter in a new or replacement store opened after ratification 1997, a claim against their hours or home store assignment shall not exist. In addition, there will be a total of four (4) stores from within the six (6) geographical areas (see Article 13.04) where a claim against Assistant Head Meat Cutters hours or home stores assignment shall not exist.

New Stores:	Island - 5 Stores
	Lower Mainland - 3 Stores
	Outside Lower Mainland - 5 Stores

While an employee holds the position of Assistant Head Meat Cutter or Assistant Deli Manager in one of the following replacement stores opened after ratification 1997, a claim against their hours or home stores assignment shall not exist in a week where the department schedules at least thirty-six (36)

hours of work above the agreed total weekly base hours calculation:

Replacement Stores: Lower Mainland - 7 Stores

NO. 14 — TRANSFER OF PRODUCTION CLERKS ACROSS CLASSIFICATIONS – GRID B

Production Clerks who are interested in being considered for a position in another classification shall communicate their interest in writing to the Store Manager. The Employer agrees to consider such employees on the basis of their relative skill and ability. In the event the employees are relatively equal, the senior employee will be selected provided the employee is prepared to work the shifts as designated by the Company. This does not preclude the Employer from hiring new employees to fill the position.

NO. 15 — ALL SAFEWAY STORES

This confirms our agreement during the 1997 negotiations that this Letter of Understanding would form a part of the Collective Agreement which shall be enforceable under all its Articles except where specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

Effective the date of Ratification (October 20, 2023), the Union and the Employer agree that the following terms and conditions of employment shall apply to all stores (including acquisitions):

1. All new hires, except Specialty Departments, shall be classified as “Production Clerks” and shall be permitted to perform all duties within the classification and department they are assigned.

2. Effective Sunday after Ratification (October 22, 2023), the objective is to have one hundred percent (100%) of the bargaining unit hours worked in a store scheduled to employees employed as “Production Clerks” (100% Grid B objective).

   Hours worked are defined as hours worked by all bargaining unit employees within a store.

3. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

4. “Production Clerks” may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule. This may be amended at a later date by mutual agreement of the Parties.

   It is understood that the available hours of work scheduled to “Production Clerks” shall be claimable by employees hired prior to ratification, 1997.

5. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by the "Production Clerks". The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report.

   Where it can be shown that quarterly adjustments prove to be detrimental to pre-ratification, 1997 employees, the Union and the Employer may mutually agree to modify the adjustment process.

6. Employees employed as "Production Clerks" shall be entitled to benefits of Statutory declaration only (or as otherwise stated in the collective agreement). "Production Clerks" will be eligible for statutory holiday pay as per the collective agreement.

NO. 16 — SCHEDULING / MAXIMIZATION OF HOURS AGREEMENT

The Employer and the Union agree that daily maximization of hours scheduling shall be used for all employees except Meat Production Clerks and Meat/Deli/Seafood Production Clerks in all stores.

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

1. Meat Production Clerks and Meat/Deli/Seafood Production Clerks shall be scheduled for evening and weekend shifts where practicable.

2. The Employer shall not circumvent maximization of hours by the use of "Quarter Hour Scheduling" or overlapping or abutting shifts. Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a Grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

Production Clerk Scheduling

Hours of work for Production Clerks shall not be scheduled in such a manner that pre-ratification 1997 employees would be prevented from maximizing their daily or weekly hours of work.

No Flat Scheduling

It is the intention of the Employer in the weekly scheduling of Production Clerks that a more senior Production Clerk in a classification shall be scheduled at least as many hours as a junior Production Clerk subject to the employees' availability. Operational requirements, seasonal fluctuations, and job functions are examples of situations where there will be the need to schedule some Production Clerk employees up to forty (40) hours per week. It is not the Employer's intention to utilize "flat scheduling". In any instance of alleged "flat scheduling" the Company agrees to meet with the Union to review and discuss the concern.

The Employer agrees that a Production Clerk who is not scheduled to work on a day shall be afforded the opportunity of a call-in shift by seniority.

NO. 17 — COUNTER READY MEAT

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.

NO. 18 — 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.

NO. 19 — GRID B OVER 4,000 HOURS AT RATIFICATION 2008

Effective six (6) weeks from the date of ratification, all remaining Grid B 4,000+ employees as identified on March 31, 2023, shall be reclassified as Grid A employees in their current store. These employees will have Grid A benefits including ATO. Once a 4,000+ employee works thirteen (13) consecutive weeks at

thirty-six plus (36+) hours, they will move to Full-Time Status in their store and will not generate a Grid A posting.

All Grid B 4000+ employees hired at or before ratification 2013 will receive the off-scale wage increases outlined below.

Any 4000+ hour Grid B employee who is still on Grid B as of March 24, 2013 (including those who opted to stay on Grid B or who are frozen in Quarterly Review Stores) shall have the opportunity to:

a) All 4000+ hour Grid B employees shall be provided with the following Grid A benefits provided they work the required number of weekly hours to qualify for benefits:

- Vacation
- MSP
- EHB
- Dental

b) All 4000+ hour Grid B employees shall be provided with a voluntary severance offer with terms to be determined by the Employer under LOU re: Voluntary Severance.

Grid B 4000+ employees at top rate of pay shall receive off-scale wage increases as follows:

Sunday after Ratification 2013 ..... $0.50
First Sunday in April 2014 ..... $0.50
First Sunday in April 2015 ..... $0.50
First Sunday in April 2016 ..... $0.50
First Sunday in April 2017 ..... $0.60

March 31, 2018 ..... $0.60

*Grid B 4000+ employees who are receiving a one dollar per hour ($1.00/hour) premium at ratification 2013, will have the premium now considered a part of their wage rate.

Grid B 4000+ employees not at top rate shall receive off-scale wage increases as follows:

Sunday after Ratification 2013..... $0.35
First Sunday in April 2014 ..... $0.35
First Sunday in April 2015 ..... $0.35
First Sunday in April 2016 ..... $0.35
First Sunday in April 2017 ..... $0.40
March 31, 2018 ..... $0.40

NO. 20 — VOLUNTARY SEVERANCE

At the Employer's discretion, employees in certain stores and in certain classifications may be offered voluntary severance. The Union will be notified in advance by the Employer of all aspects of these offers.

NO. 21 — PRODUCTION CLERK TRANSFER OPPORTUNITIES – GRID B

In all stores where the Employer determines that there are recruiting issues, transfer opportunities for Grid B employees

will be advertised in all stores within the Region on the 1st or 15th of the month for a period of ten (10) days.

These Grid B opportunities will be awarded to the most senior applicant in the Region.

If the transfer opportunity is unfilled it will next be advertised provincially and be awarded to the most senior Grid B applicant who applies.

Successful applicants will carry their seniority to their new store.

NO. 22 — WAGE REVIEW

The Union and Employer agree as follows:

1. Between January 7, 2026 and June 7, 2026, either party may give written notice to the other party to negotiate changes to the wage rates or lump sum payments. No other changes may be negotiated. Changes to wage rates or introduction of lump sum payments will not be in effect prior to June 8, 2026. There will be a maximum of one (1) review during the term of this Collective Agreement. In the event neither party triggers the wage review in writing by June 7, 2026, it shall expire.

2. If the parties are unable to agree on what if any, changes to the wage rates and/or lump sum payments in the Collective Agreement are to occur, the parties shall resolve their dispute through final offer selection (FOS) interest arbitration for a binding settlement. The parties shall

commence negotiations and those negotiations must be unsuccessful as a precondition to any FOS interest arbitration.

3. The parties will agree to the appointment of the FOS interest arbitrator.

4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.

5. The FOS interest arbitrator shall hear submissions from each of the parties and then select one (1) of the final offers. The final offer selection interest arbitrator shall take into consideration the economic and competitive climate of the Employer's business.

6. The FOS interest arbitrator shall not have jurisdiction to accept a final offer that requests changes to anything other than wage rates or lump sum payments and shall not have the power to change the expiration date of this Collective Agreement which is April 1, 2028 or any other term of the Collective Agreement.

Retroactive Pay

All top-rated and over-scale Grid A employees and Grid B employees making twenty dollars ($20.00) or more shall receive retroactive pay in the amount of five (5%) percent per hour to April 1, 2023 for all regular hours worked and/or paid. Retroactive pay, as outlined above, shall be paid to all employees within thirty (30) calendar days of the date of ratification.

NO. 23 — HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER

a) Employees promoted to Head Meat Cutters and Deli Department Managers after ratification shall be paid thirty-two dollars and twenty-six cents ($32.26)/hour with no ATO.

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

c) Existing incumbents may elect to forgo their ATO benefit and shall be paid thirty-two dollars and twenty-six cents ($32.26) x forty (40) hours.

d) The above rate will be adjusted on an annual basis to reflect the annual off-scale Grid A wage increases.

e) A Grid B employee that is appointed to Deli 2nd or Seafood Operator after the date of ratification, will be paid on the Deli 2nd/Seafood Operator scale and receive Grid A benefits with the exception of ATO. If an employee is making more than eighteen dollars and seventeen cents ($18.17) prior their promotion, they will be "red-circled". They will then work off the hours required to achieve a higher rate on the Deli 2nd/Seafood Operator scale.

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

NO. 24 — IMPROPER BEHAVIOUR BY A CUSTOMER

In accordance with the Company's Respectful Workplace Policy, employees who are subject to improper behaviour by a customer should excuse themselves professionally, and immediately report the conduct to their supervisor who will take steps to address the situation.

NO. 25 — TERMS OF TRANSITION FOR SAFEWAY EMPLOYEES GRANDFATHERED AT FRESHCO

FRESHCO AND CHALO/FRESHCO CHALO CONVERSION

This Letter of Understanding covers Safeway stores converting to FreshCo and Chalo/FreshCo but not those Safeway stores which have already closed.

Employees employed at the time of store conversion who are active or who become active employees following maternity leave or when a medical claim is ended, will be entitled to

exercise the following options. Grid B employees must be active for four (4) weeks to re-establish the hours base. Employees must inform the Employer of their election within two (2) weeks of the announcement of store conversion.

Voluntary Severance – for employees choosing to accept voluntary severance in the converting stores.

Full-Time and Part-Time (Grid A) – three (3) weeks' pay per year of service to a maximum of $65,000.00 less statutory deductions.

Part-Time (Grid B) –three (3) weeks' pay per year of service to a maximum of $20,000.00 less statutory deductions.

For the purpose of this letter, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater [to a maximum of twenty-eight (28) hours].

Buy Down Option – a lump sum payment to current Safeway employees (excluding those covered by Job Security as above in this letter) who elect to stay in a converted store and will be covered by the terms of the FreshCo and Chalo/FreshCo Collective Agreement.

Full-Time and Part-Time (Grid A) – two (2) weeks' pay per year to a maximum of $30,000.00 less statutory deductions.

Part-Time (Grid B) – two (2) weeks' pay per year to a maximum of $10,000.00 less statutory deductions.

For the purpose of this letter, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater (to a maximum of twenty-eight [28] hours).

Employees will slot into the FreshCo and Chalo/FreshCo Agreement at the rate of pay closest to their former Safeway rate of pay.

Having elected this option, an employee shall not be permitted to transfer back to a Safeway store.

Job Security – Upon conversion, up to a maximum of twenty-five percent (25%) percent of the vacancies in a FreshCo and Chalo/FreshCo store may be filled by employees, by seniority, who will be allowed to maintain the following Safeway economic terms but will otherwise be covered by the terms of the FreshCo and Chalo/FreshCo Agreement:

- Hourly rate of pay and career hours (red circled)
- Health & Welfare benefits and pension
- Dental benefits
- Vacation (red circled at current number of weeks entitlement for the 2018 vacation year)
- ATO
- Seniority dates

The FreshCo franchisee/Employer* shall have the exclusive right to determine the full-time and part-time staffing level for the FreshCo and Chalo/FreshCo location at the time of conversion. The assignment of those full-time and part- time

jobs to those covered by the Job Security provision will be determined by seniority.

Transfer – transfer to another Safeway store as permitted by the relevant provisions of the current Safeway Collective Agreement.

The Employer maintains the right to determine the placement locations of Key Personnel who choose not to exercise the Voluntary Severance above.

*As determined by the final outcome of Labour Board litigation between the respective parties.

NO. 26 — FORMER SAFEWAY EXTRA STORES

Notwithstanding anything to the contrary in the Collective Agreement, the former Safeway Extra stores shall maintain the following terms and conditions until the expiry of the Collective Agreement (April 1st, 2028).

For clarity, the former Safeway Extra stores are Langley-Willowbrook (Store 4918), Dawson Creek (Store 4972) and Burquitlam (Store 4977).

The employees in the above mentioned stores will be subject to the full terms and conditions of the Safeway Agreement with the following exceptions:

1) Seafood Managers:

Effective Sunday after Ratification, (October 22, 2023), non-union employees in this role shall remain excluded from the bargaining unit for the duration of their employment at their current store. Should any of these employees be transferred to a different Safeway store, become demoted or choose to step down from this position, they shall become unionized with terms and conditions as set out under the Safeway Agreement. The Employer and the Union will meet to discuss the rate of pay adjustment and the placement.

In addition, these employees shall have three (3) months from the date of ratification to choose to become bargaining unit Seafood Operators in their current store. If they so indicate in writing, they will be entitled to the terms and conditions of employment set out in the Collective Agreement only. Employees exercising this option will have their seniority dates set as the date they were hired at the Safeway Extra store.

2) Home Meal Replacement Manager:

Effective Sunday after Ratification, (October 22, 2023), non-union employees in this role will be reclassified into a bargaining unit role at a store of the Employer's choosing within twelve (12) months of the date of ratification. After

this twelve (12) month period, the Home Meal Replacement Manager position will be eliminated from all Safeway Extra stores.

Prior to the completion of the above mentioned period, if a non-union employee leaves the store or the Home Meal Replacement Manager position, said position will be eliminated at that store.

3) Scheduling Concerns:

The parties agree to work together to resolve scheduling concerns resulting from the transition from the Safeway Extra scheduling model to the province wide agreement scheduling model, including options for integration of the Home Meal Replacement department schedule with the Deli Department schedule.

NO. 27 — THIRD PARTY KIOSKS

The operation of third party operated sushi kiosks, may be carried out by persons excluded from the bargaining unit. However, the work performed by those operating these kiosks shall be limited to the tasks pertaining to their duties within such kiosks. There shall be no more than one (1) third party operated sushi kiosk per store.

In the event the introduction of these third-party sushi kiosks have an impact on current bargaining unit employees involved in the production of sushi, the parties will meet prior to

implementation to address the transition and any collective agreement implications.

NO. 28 — PRE-RATIFICATION GRID B SCALE

Grid B employees with fifteen thousand six hundred and one (15,601) or more hours worked at the date of ratification 2023 who are making less than twenty dollars ($20.00) per hour will receive a fifty cent ($0.50)/hr. off scale increase and will remain on the "Pre-Ratification Grid B scale". Once their hours qualify them for the next higher rate on the "Pre-Ratification Grid B scale", they will go back on scale and continue to advance every five hundred and twenty (520) hours worked. Once they reach the eighteen thousand seven hundred and twenty-one (18,721) hour level ($20.00), they will work an additional one thousand and forty (1,040) hours and then receive a rate of twenty-one dollars ($21.00) per hour and be treated as top rate on the "Post- Ratification Grid B scale" from that point forward.

Accumulated Hours Worked	Rate
15,601 to 17,680	$17.25
17,681 to 18,200	$17.55
18,201 to 18,720	$17.85
18,721 to 19,760	$20.00
Over 19,761	$21.00

NO. 29 — RETENTION PILOT

The parties agree that should any of the following stores be identified as having a labour force shortage, the Employer may hire new employees at a rate greater than the start rate for twelve (12) months;

Smithers, Prince Rupert, Terrace, Fort St John, Dawson Creek and Cranbrook.

These newly hired employees will be credited with the corresponding number of career hours to their assigned rate. It is further understood that existing employees in the same classification will not be paid less than the rate of pay for the newly hired employees.

Prior to the implementation of any additional premium or other incentives, the Employer shall advise the Union.

In the event a premium remains in place for over twelve (12) months, the Parties will meet to discuss. If there is no agreement on maintaining the premium, the Employer may at its discretion remove the incentive or the matter shall proceed to the grievance process to resolve the matter.

NO. 30 — GRID B FULL-TIME

Following the ratification of the Collective Agreement, the Parties agree to the creation of Grid B Full-Time positions. The following principles shall apply to these positions:

Grid A – Full-Time job posting as per Article 13.06 of the CBA. This process does not apply to Grid B employees.

Grid B Full-Time Classifications:

Grid B – Full Time – MDS Clerk
Existing Grid B Full-Time employees employed at the date of ratification in former Safeway Extra stores will retain their status.

Definition of a Full-Time Grid B Employee: A Grid B employee who is full-time will be scheduled or paid forty (40) hours per week. Grid B employees become full-time as follows:

1) Being the successful applicant for a Grid B full-time in store job posting in the process outlined below or;

2) Being hired directly as a full-time Grid B employee where no suitable internal part time candidate exists.

Initial Staffing: Within three (3) months of ratification, the Employer will generate a list of fifty (50) positions in the province that will be Grid B full-time jobs. There will be a minimum of one (1) posting in each store.

In Zone 1, these postings will be offered within the Zone first and if it goes unfilled it will be posted out to the province.

In Zone 2, these jobs will be posted and filled in accordance with the Grid B full-time vacancy language below.

Between January 1, 2024 and December 31, 2027, the Employer will post a minimum of ten (10) Grid B full-time job positions in stores of its choosing each year to a minimum of ninety (90) positions between 2023 and 2028. These jobs will be posted and filled in accordance with the Grid B full-time vacancy language below.

After the initial staffing, at the Employer's discretion, full-time Grid B positions will be posted as needed at each individual store.

If a Grid B employee posts into a vacancy created by a full-time Grid A employee who has accepted a voluntary severance, that posting shall not be considered as one of the ninety (90) postings referenced above.

Basic Work Week: The basic work week for a full-time Grid B employee is forty (40) hours, consisting of five (5) eight (8) hour shifts.

Consecutive Days Off: The Employer shall schedule consecutive days off for Grid B full-time employees upon request and provided it will not interfere with the efficient operation of the store.

Full-Time Grid B Vacancies: Where a Grid B full-time position becomes vacant or available and the Employer intends to fill it, a job posting shall be posted in the store.

Positions shall be filled by seniority provided the employee is able to perform the normal requirements of the job.

If no employee from the classification is successful, the Employer will open the posting for Grid B employees in the store, in other classifications, to apply. These postings shall be awarded to the most senior Grid B employee with the skill and ability to perform the job.

a) Grid B employees who are interested in such a position must write their name and date of seniority directly on the job posting. The Employer will select the Grid B employee who will fill the position from among those who have applied, subject to the provisions outlined above.

b) For a period of ten (10) days, the Employer shall post all vacant or available Grid B full-time positions that are to be filled.

c) For a period of seven (7) days, the Employer shall post the name of the successful applicant.

d) Under this clause, the Employer shall grant the successful applicant a trial period of thirty (30) working days. During this period, the employee may return to their former position by providing the Employer written notice of one (1) week. The Employer may also return the employee to their former position at any time during this trial period. The Employer and the Union may agree in writing to extend this period for a maximum of thirty (30) additional days.

e) In the event a posting goes unfilled, the Employer may at its discretion post the job provincially.

f) The Grid A Full-Time job posting as per Article 13.06 of the Collective Agreement does not apply to Grid B employees.

g) The Employer will provide the Union with a quarterly report, no less than (10) days after the date of completion of each quarter. This report shall include the name of each full-time Grid B employee who has quit, retired, or left the Company in the previous quarter.

Reduction to Part Time: In the event of a reduction in full-time Grid B jobs in a store, a Grid B employee's seniority shall prevail.

When implementing a reduction to part-time, the employee with the least seniority in the classification will be reduced to part-time.

Benefits: The benefit package will be as outlined in 9.08 (UFCW Union Health and Welfare Trust and Plan - Grid B).

Sick Leave: Full-Time Grid B employees will be entitled to paid sick time as set out in the *British Columbia Employment Standards Act and Regulations.*

Rate of Pay: As per Article 6.01 Grid B Wage Scale.

ATO: Grid B full-time employees will not be entitled to ATO as outlined in Article 5.19.

Grid B Full-Time Vacation: The date for determining a Grid B full-time employee's vacation entitlement in a calendar year shall be January 1st of that calendar year.

Grid B full-time employees with the corresponding continuous years of service* as of January 1st of the calendar year with the Employer will be entitled to the following paid vacation:

Vacation	**Time Off**	**Vacation Pay** *
Less than 3 years of continuous service	2 weeks	4%
3 or more years of continuous service	3 weeks	6%
8 or more years of continuous service	4 weeks	8%
13 or more years of continuous service	5 weeks	10%

(*Percentage (%) of Gross pay)

Vacation time off and vacation pay is earned in the calendar year prior to vacation time being taken.

Vacation pay will be paid at the time vacation is taken for Grid B full-time employees.

Vacation time off will be scheduled according to Article 10.09 of the Collective Agreement.

Grid B full-time employees must take the vacation time to which they are entitled and cannot receive vacation pay in lieu of vacation time off.

Statutory Holidays:

The following days shall be considered Statutory Holidays:

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

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Article.

If an employee is eligible for statutory holiday pay while on Weekly Income Benefits, Workers' Compensation or Sick Leave, the maximum amount of pay that the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of their normal daily pay. In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

The statutory holiday pay shall be in addition to actual time worked.

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

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

16 but less than 20 ..... 4 hours' pay for each holiday
20 but less than 32 ..... 6 hours' pay for each holiday
32 or more hours ..... 8 hours' pay for each holiday

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

20 but less than 24 ..... 4 hours' pay for each holiday
24 but less than 32 ..... 6 hours' pay for each holiday
32 or more hours ..... 8 hours' pay for each holiday

In determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first (1st) day of such continuous illness or accident shall be counted as hours worked, if the full-time employee would have been scheduled to work such hours they were absent.

In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked.

Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid at time and one-half the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the statutory holiday.

Hours of work on a statutory holiday shall first be offered to laid-off employees and part-time employees, on a seniority basis, provided the employee's total hours of pay for that basic work week will not exceed forty (40) hours.

Personal Time Off (P.T.O.):

Should the Store Manager or Assistant Manager offer a full-time Grid B employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purposes of qualifying for Statutory Holiday pay.

Modified Grid B Full-Time Schedule - 4 Day Work Week:

The Parties agree to establish a sub-committee comprised of an equal number of Union and Employer representatives, for the purposes of developing and implementing a modified work schedule pilot project.

The sub-committee will establish a modified work schedule for full-time Grid B employees allowing for a four (4) shifts per week, nine (9) hours per shift option.

The sub-committee will meet within ninety (90) days of ratification of the Collective Agreement.

The sub-committee shall implement the modified work schedule pilot in a minimum of ten (10) stores within one year after ratification of the Collective Agreement. It is further understood that there shall be a maximum of one (1) full-time Grid B employee per store who can select this option.

The Parties agree that modified terms of the Collective Agreement may be necessary for operation of the modified work schedule pilot project.

The sub-committee can amend the terms of this clause by mutual agreement.

Either party may terminate the pilot by providing at least sixty (60) days' notice to the other party. If the pilot is terminated, impacted employees will be given a one time election to determine if they want to maintain this scheduling model for the duration of the Collective Agreement.

NO. 31 — ATO BUYOUT

Any full-time Grid A employee hired prior to December 30, 2018 (excluding Head Meat Cutter, Deli Managers, Seafood Operators and Assistant Deli Managers or Grid B employees who were appointed to these roles) may elect to permanently forgo their rights to A.T.O. in return for a lump sum of five thousand dollars ($5,000.00) less statutory deductions. Employees electing this option will be paid out any remaining hours in their A.T.O. bank.

This option is only available to employees who will complete an additional nine (9) months of employment after the date of the payout. In the event an employee terminates their employment prior to the completion of nine (9) months of employment following the payout, the employee shall reimburse the Employer for the five thousand ($5,000.00) dollar lump sum payment.

It is further understood that any employee who accepts an A.T.O. buyout and subsequently terminates their employment will continue to be ineligible for A.T.O. if they are rehired at a future date.

NO. 32 — VOLUNTARY SEVERANCE

Pursuant to Letter of Understanding #20 – Voluntary Severance, at the Company's sole discretion it will offer a voluntary severance once in the life of the new Collective Agreement expiring (April 1, 2028).

Features of the voluntary severance will include:

1) The voluntary severance will be offered to full-time and part-time Grid A employees (excluding Meat Cutters, Head Meat Cutters, Assistant Head Meat Cutter, Deli Managers, Assistant Deli Managers and Seafood Operators).

2) The Company reserves the right to make the final determination as to the number of employees who may participate in the program and their departure dates. Where the Company approves a number of severance applications in a particular store and a particular classification, those approvals will be granted based on seniority.

3) The voluntary severance offering will be calculated as follows:

    a) Three (3) weeks' pay for each year of completed service to a maximum of sixty-five thousand ($65,000.00) dollars less statutory deductions.

    b) For the purpose of the severance calculation, a week's pay shall be based on the average weekly hours worked in the fifty-two (52) weeks prior to the announcement of the Voluntary Severance Offer. Entire weeks during which an employee was on maternity leave, parental leave, adoption leave or WCB benefits, Weekly Indemnity or Long Term Disability will be carved out of the fifty-two (52) week period for the purpose of calculating the average, provided they have worked at least twelve weeks in the calculation period.

c) In the event an employee was absent on an approved leave of absence for the entire calculation period, the employee's average weekly hours worked will be based on their average weekly hours worked over their first twelve (12) weeks upon their full return to work, provided they return within eighteen (18) months of the voluntary severance offer.

4) It is further agreed that for each full-time Grid A severance application that is accepted, the Employer will post a full-time position (either Grid A or Grid B) in a store of its choosing.

APPENDIX A

36 Hour Work Week Protocol

Active Grid A Full-time employees, excluding Key Personnel, who have sold their ATO as a result of the John Hall Award dated July 3, 2020, may elect to work a thirty-six (36) hour work week. The declaration will be available to these employees one (1x) time per calendar year in the first week of December and must be submitted no later than December 15th each year. The declaration will be in force for the following calendar year. If no declaration is submitted by December 15th, the previous valid declaration shall apply.

Notwithstanding anything contrary to the collective agreement, the following modifications apply to those full-time employees working a thirty-six (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:

Consecutive Days Off

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

Basic Work Week

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

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.

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 (1½) 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.

Rest Periods

No change to the article in the CBA.

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.

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 up to two (2) weeks of vacation and break it into four (4) or eight (8) Single Day Vacation days off. Only one (1) single

vacation day may be taken per week (terms and conditions as per Article 10.09).

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.

APPENDIX B

MEAT EMPLOYEE'S INCREASE/DECREASE HOURS AND CROSS-TRAINING REQUEST

EMPLOYEE NAME	SENIORITY DATE	EMP. NO.	STORE	DATE

Increase/Decrease in Hours:

In accordance with the provisions of Articles 6.21 and 14 of the Collective Agreement, I, hereby declare my availability for hours of work as indicated below:

NUMBER OF HOURS PER WEEK DESIRED

Full-time Employment	40	See Article 15.03
Increased hours to:		See Article 15.03 (2) & (3)
Restrict hours to:		See Article 15.03 (2)

NOTE:
You may restrict your availability only once in any six (6) month period. For full details, refer to the Article of the Collective Agreement cited above.

Cross-Training:
In accordance with the provisions of Articles 6.21 and 14 of the Collective Agreement, I, hereby, request to be cross trained and/or not to be scheduled in the following area(s) of work within the Meat/Deli/Seafood Clerk classification:

Areas in which I wish to receive training:

Deli _____ Seafood _____ Meat Wrapping _____

Areas in which I do not wish to receive available hours of work:

Deli _____ Seafood _____ Meat Wrapping _____

I recognize that this constitutes an official request under the provisions of Articles 6.21 and 14 of the Collective Agreement. I further recognize that my responses may affect the hours of work available to me. Having been trained in multiple areas of the Meat/Deli/Seafood Clerk classification does not create a right to choose between equal duration shifts or days in those different areas.

Multi 378 (Rev. 3/93)

APPENDIX C

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, 4918, 4920, 4930, 4931, 4936, 4939, 4940, 4941, 4942, 4950, 4958, 4966, 4967, 4968, 4976, 4977, 4979, 4980, 4998

Zone 2 - All Other Bargaining Units

4916, 4919, 4924, 4925, 4928, 4946, 4948, 4952, 4955, 4960, 4970, 4972, 4973, 4974

APPENDIX D

MEAT CUTTER APPRENTICESHIP PROGRAM

The Union and the Employer seek to establish fair, balanced and cost-effective ways to create a more stable work environment in an industry that is undergoing change while facing competitive pressures.

1. Article 6.20 shall be considered as a pre-apprenticeship training program available to qualified Meat/Deli/Seafood Clerks and Production Clerks, and Meat Production Clerks, in accordance with their individual seniority when suitable vacancies arise. The form of the training program shall be changed to a series of separate training modules with the normal completion time for all modules being three (3) months or four hundred and eighty (480) hours.

2. After successfully completing all of the training modules, the employee will then be eligible to enter the Meat Cutter Apprenticeship Program.

3. The Meat Cutter Apprenticeship Program will be reviewed and revised, by continuing the best parts of the Employer's present training program and adding relevant elements of other programs or other useful comparators.

4. Upon successful completion of the apprenticeship program, the employee will be placed on the appropriate seniority list on the relief staff as a part-time Grid A Meat Cutter and given credit for seniority purposes. They will receive credit of one thousand and forty (1,040) hours, on

the Meat Cutter's wage scale. The employee will receive the start rate of the meat cutter classification once they begin their Apprenticeship training. The employee will receive as a minimum, the rate they had before they began their training.

5. In the event the Employer introduces a Counter Ready Meat Program into the stores covered by the collective bargaining agreement, this Agreement shall be considered null and void unless the parties otherwise agree in writing.

SCHEDULE I (See Article 14.08)

SEVERANCE SCHEDULE

Hourly Rate as of Jan., 1993	>0-3.99	4-7.99	8-11.99	12-15.99	16-19.99
Over $20.00	$3,000	$7,500	$9,000	$11,000	$15,000
$18.00-$19.99	$2,000	$6,000	$7,000	$10,000	$13,000
$17.00-$17.99	$2,000	$6,000	$7,000	$8,000	$11,000
$16.00-$16.99	$2,000	$5,000	$6,000	$8,000	$10,000
$15.00-$15.99	$1,500	$4,000	$5,000	$6,000	$8,000
$14.00-$14.99	$1,250	$3,000	$4,000	$5,000	$6,000
$10.00-$13.99	$1,000	$2,000	$2,500	$3,000	$4,000

Hourly Rate as of Jan., 1993	20-23.99	24-27.99	28-31.99	32-35.99	Over 36 & Full-Time
Over $20.00	$18,000	$22,000	$28,000	$32,000	$38,000
$18.00-$19.99	$15,000	$18,000	$24,000	$27,000	$32,000
$17.00-$17.99	$13,000	$16,000	$21,000	$23,000	$28,000
$16.00-$16.99	$12,000	$15,000	$19,000	$22,000	$26,000
$15.00-$15.99	$ 9,000	$11,000	$15,000	$17,000	$20,000
$14.00-$14.99	$ 7,000	$ 8,000	$11,000	$13,000	$15,000
$10.00-$13.99	$ 5,000	$ 6,000	$ 7,000	$ 8,000	$10,000

AS TO ALL LETTERS OF UNDERSTANDING

Signed this 20th day of October 2023.

FOR THE COMPANY	**FOR THE UNION**
Sean Naldrett	Dan Goodman
Julie Ams	Cathy Shannon
Denise Hill	Elisca Long
Eleina Lyngen	Brian Taylor
Franco Lucarelli	Alicia Whitehead
Ryan Shannon	Erin O'Leary
	Wendy Dewhurst
	Joanne Lipp

Margaret Robins

R. Doug Insley

Oenone Bain

Kirste Hawgood

Dave Baillie

AS TO LETTER OF UNDERSTANDING #22 – WAGE REVIEW

Signed this 15th day of June 2026.

FOR THE EMPLOYER	FOR THE UNION
Julie Ams	Cathy Shannon
Jaiveer Singh	Kim Mantel Stewart
Eleina Lyngen	Brian Taylor
	Margaret Robins

ALPHABETICAL INDEX

3

36 Hour Work Week Protocol 228

A

A.T.O.'s..... 195
Accumulated Time Off (A.T.O.)..... 21
Additional Head Meat Cutter Compensation 44
ALL SAFEWAY STORES 197
APPRENTICE MEAT CUTTERS WAGES 56
Apprentices – Indentured..... 54
Asian Kitchen Operator 44
ASSISTANT HEAD MEATCUTTERS AND ASSISTANT DELI MANAGERS IN NEW AND REPLACEMENT STORES..... 196
ATO BUYOUT 225

B

BARGAINING AGENCY AND UNIT ... 2
BARGAINING PROTOCOL..... 194
Baseline 161
Basic Work Week..... 229
Basic Work Weeks 21
Block-Ready Cutting Plant 4
BOARD OF ARBITRATION..... 180
Bulletin Board 130

C

Change of Schedule-Notice.....12
CHANGES IN WORK OPERATION.193
Charitable Donations – Grid A & B 135
COMBINING BARGAINING UNITS 191
Consecutive Day Limit.....16
Consecutive Days Off 13, 228
Conversion Privilege.....87
Cost of Living Clause.....39
COUNTER READY MEAT 201
Counter Ready Meat Impact Programs 159
Cross-Training for Meat/Deli/Seafood Clerks.....61
Cumulative Impact 161

D

Daily Guarantee 23
Day of Injury.....77
Deemed Time Worked 132
Deli Manager Relief.....44
Delicatessens.....62
Dental Care Plan – Grid A.....99
Discipline Interview – Witness – Grid A & B.....128
Domestic Violence Leave 124
Drug and Alcohol Assistance Program – Grid A & B 136

E

Educational Leave.....116
Employee Files – Grid A & B 128
Employment in Other Bargaining Units 156
EQUAL OPPORTUNITY 195
Exchange of Stores 168
EXPIRATION AND RENEWAL.....182
Extended Leave of Absence 114

F

Fair Assignment and Rotation of Late Shifts and Closing Shifts....16
Fair Rotation of Sunday Work 15
Fair Scheduling of Relief or Float Staff 12
Family Responsibility Leave.....123
FORMER SAFEWAY EXTRA STORES 211
Formula 161
Freezer Case Premium 42
Funeral and Bereavement Leave – Grid A & B 122

G

GRID A – MEAT CUTTERS.....36
GRID A – MEAT/DELI/SEAFOOD CLERKS 35
Grid A & B 106
Grid B Benefit Package Contributions.....95
GRID B FULL-TIME 215
GRID B OVER 4,000 HOURS AT RATIFICATION 2008..... 202
GRID B WAGE SCALE 38
GRIEVANCE PROCEDURE..... 178
Group Life Insurance..... 87

H

HEAD MEAT CUTTER AND DELI DEPARTMENT MANAGER. 34, 207
Head Meat Cutter Relief/Assistant Head Meat Cutter Relief 42
Head Meat Cutter, Deli Manager and Seafood Operator Reversion – Grid A 148
HEALTH AND WELFARE PLAN 80
Health, Safety, Education and Training Fund 79
Home Meal Replacement Manager 212
Hours of Work..... 9
HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS..... 8

I

IMPROPER BEHAVIOUR BY A CUSTOMER..... 208
Incentives..... 41
Injurious Work Requirements..... 78
Intimidation 177
Invoices and Records 33

J

Job Posting – Grid A 144
Job Protection 154

Joint Retail Meat Health and Safety Committee 80
JOINT UNION/MANAGEMENT REVIEWS 188
Jury and Witness Duty Pay and Leave..... 50

L

Late Closing Schedule (Midnight Stores)..... 12
Lateness Affecting Accumulated Paid Time Off 23
LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES 165
LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES 153
LEAVES OF ABSENCE..... 113
Lifting of Restriction 167
Lockers – Grid A & B 136
Long-Term Disability Plan – Grid A 88

M

Maintenance of Benefits 90
Maximizing Hours..... 148
Meal Allowance 29
MEAT / DELI / SEAFOOD PRODUCTION CLERK PROMOTION TO SEAFOOD OPERATOR / ASSISTANT DELI MANAGER..... 202
Meat Cutter Apprenticeship for Meat/Deli/Seafood Clerks and Asian Kitchen Cooks 59
Meat Cutter Apprenticeship Program.....54
MEAT CUTTER APPRENTICESHIP PROGRAM 235
Meat Cutter Classification Percentage 143
Meat Cutter Premium 42
Meat Cutter Relief Staff 147
MEAT EMPLOYEE'S INCREASE/DECREASE HOURS AND CROSS-TRAINING REQUEST 232
Meat/Deli/Seafood Clerk Classification 142
Meat/Deli/Seafood Clerk Premiums 42
Medical Benefits 83
Member on Duty.....18
Midnight Shifts.....30
Military Leave.....118
Modified Grid B Full-Time Schedule - 4 Day Work Week.....223

N

NEW BANNERS.....195
NEW DEPARTMENTS.....187
No Discrimination - Racial and Sexual Harassment – Grid A & B 135
No Flat Scheduling.....200

O

Offering of Severance Packages ..161
Other Leaves.....125
Overtime.....26
Overtime Pay.....229

P

Parental Leave.....120
Paternity Leave.....120
Permanent Transfers.....52
Personal Time Off – Grid A Only....14
Personal Time Off (P.T.O.).....223
Physical Examinations 54
Picket Lines.....130
Polygraph Tests – Grid A & B.....135
Post Ratification Grid A Cutter Scale 37
Post Ratification Grid B Scale 38
Pregnancy Leave.....118
Premium–Shift Work.....29
Prepaid Drug Plan With No Deductible 84
PRE-RATIFICATION GRID B SCALE 214
PRE-RETIREMENT PHASE-OUT 192
Previous Comparable Experience..47
Production Clerk Benefits.....95
Production Clerk Scheduling 200
PRODUCTION CLERK TRANSFER OPPORTUNITIES – GRID B 204
Production Clerk Vacation Pay 113
Projected Impact 160
PROVINCIAL ACCOMMODATION COMMITTEE 193

R

Recall of Full-Time Employees 158
Recall of Part-Time Employees ... 171
REDUCTION OF HOURS OF WORK 187
Reduction of Hours of Work of Full-Time Employees 157
Regular Bi-Weekly Pay Day 50
Rehabilitation – Grid A & B 150
Rehabilitation Program 78
Relief Staff Scheduling 10
Requested Time Off (RTO) 13
Rest Periods 32, 230
Restriction of Hours 166
RETAIL MEAT INDUSTRY PENSION PLAN 62
RETENTION PILOT 215
Retroactive Pay 41, 206
Return from Leaves..... 123
Return to Work after Absence Due to Illness or Injury 78
Right of Grievance..... 151
Rotation Scheduling 17

S

Sausage Departments 47
SAVINGS CLAUSE..... 182
SCHEDULING / MAXIMIZATION OF HOURS AGREEMENT 199
Scheduling Concerns..... 213
Scheduling of Students – Grid A & B 168
Scheduling-Basic Work Week 228

Seafood Department 46
Seafood Department Operator 43
SEAFOOD DEPARTMENTS..... 188
Seafood Managers..... 212
SEAFOOD OPERATORS & ASSISTANT DELI MANAGERS..... 35
SENIORITY – GRID A & B 137
Seniority Lists..... 138
Seniority Regions for Store Closure 151
Severance Pay for Affected Employees 164
Severance Pay on Closing of Stores 173
SEVERANCE SCHEDULE..... 237
Shift Interval 30
Shift Premium where Night Shopping is in Effect 31
Shift Work..... 29
Shop Stewards..... 131
Short Term Leave of Absence..... 114
Sick Leave Benefits 73, 230
SICK LEAVE BENEFITS & W.C.B. 73
Single Day Vacation 109, 230
Staff Meetings 54
Statutory Holidays 24, 221, 229
Store Health and Safety Committees 79
Store Visits of Union Representatives..... 128
Sunday Work 14

T

Take-A-Break Leave of Absence.115, 231
Technological Change 132
Temperature Control 136
Temporary Transfers.....51
Termination Pay 175
Terminations 176
TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION 173
TERMS OF TRANSITION FOR SAFEWAY EMPLOYEES GRANDFATHERED AT FRESHCO 208
THIRD PARTY KIOSKS.....213
Time Off for Union Business – Grid A & B.....127
Time Off to Vote – Grid A & B 126
Time Recording Device.....19
Tools.....51
Transfer of Employees 148
TRANSFER OF PRODUCTION CLERKS ACROSS CLASSIFICATIONS – GRID B 197
Transfer of Work between Classifications.....151
Transfers to another Geographical Area (Lower Mainland) 142
Travelling Time and Transfers.....51

U

UFCW Union Health and Welfare Trust and Plan –.....91
UFCW Union Pension Plan 64
UNION DUES.....7
Union Market Cards 126
UNION SHOP.....6
Unpaid Extended Parental Leave 120

V

Vacation Bridge 112
Vacation Pay.....103, 230
Vacation Pay Timing 103
Vacation Selection Procedure 107
VACATIONS WITH PAY – GRID A..101
VOLUNTARY SEVERANCE.....204, 225
Voluntary Severance Packages....162

W

W.C.B. Advance.....77
W.C.B. Make-Up.....76
WAGE REVIEW 205
WAGES 33
Wearing Apparel – Grid A & B 125
Weekly Indemnity Benefits – Grid A 85
Work Schedules 9
Workers' Compensation Board.....76

Z

Zone 1 2
Zone 1 - Whistler to Hope.....234
Zone 2 3
Zone 2 - All Other Bargaining Units 234