

Summary of the Terms of Settlement
Save-On-Foods and UFCW 1518

-July 2023-

Wage Improvements

NEW Top Rate Grid A and Non-Grid A employees (\$21.00+) will receive wage increases of at least 12% over 4 years:

- 5% in 2023 (retroactive to April 2 2023)
- 3% in 2024,
- 2% in 2025,
- 2% in 2026

NEW Pharmacy Assistants and Registered Technicians to have significantly improved wage scale, faster progression, higher top rate and annual increases for top rate employees as outlined above.

NEW No more wage cap on Restaurant, Cooks or Coffee Bars! They will work up the new wage scale to the top rate and the receive annual % increases outlined above.

NEW Wage Scale – shorter time to get to top rate (reduced by over a year), larger wage increases each step, annual % wage increases once you reach top rate and wage increases for everyone with more than 6 months worked (1040 hours). *See Appendix 1 and info graphic for details on wage rate on transition to new scale.

Step	Approx time of service OR rate of pay on the step today	New Wage on Sunday, July 16
13	\$19.10/hr	\$21/hr plus annual percentage after \$21*
12	\$18.70/hr	\$0.50/hr move to \$21/hr in one step*
11	\$18.10/hr	Move to new Step 11 (= one step to \$21/hr)
7-10	\$17.10-\$17.50/hr	At least \$0.50/hr (several steps closer to \$21/hr)
3-6	\$16.75/hr-\$17.10/hr	\$0.50/hr offscale (5-6 steps closer to \$21/hr)
1-2	New hire to approx 12 months (if working 40 hrs/week)	Faster progression & no longer frozen @ \$16.75

*Once an employee reaches \$21 or higher, they will receive annual percentage wage increases:

- 2024: 3%
- 2025: 2%
- 2026: 2%

Work/Life Improvements & More Scheduling Flexibility

NEW More say over the time of days and days you want to work. Employees can submit availability changes 5 time per year AND restrict up to 32 hours with a time of day availability.

NEW Pilot of a 4 day full time work week (4x9 hour shifts or 4x10 hour shifts) in at least 5 stores with the ability to expand. This would be an option for employees to participate in.

NEW More consistent scheduling, less changes and ability to submit RTO closer to the date you want off through 2 weeks of scheduling in 10 stores to start.

NEW Statutory Holidays and Paid Vacation shall now be considered time worked for the purposes of the collective agreement.

Key Personnel Improvements

NEW No More 40 in/ 40 out Step Down Process.

NEW Department Managers & Supervisors will be paid overtime for ALL hours worked over 40 hours in a week AND time and one half on statutory holidays for the first in 10 years.

NEW Increase in Department Manager rate of pay AND wage increases retroactive to April 2, 2023 for any Department Manager or Supervisor over the new rate.

NEW Higher wage scale for Team Lead/Assistant Department Manager Wage Scales that will be reviewed every year.

NEW Key Personnel will receive night work premium of \$2.00 per hour for shifts that begin after 9:00 pm.

Job Security Improvements

NEW Guarantee to keep at least 118 Save On Foods operating in BC with a minimum of 5 and up to 15 Pattison Food Group stores converting a unionized banner.

Significant Pension Benefit Improvements for Thousands of Members

Pension benefit levels for all employees hired after December 31, 2013, were previously reduced. This round of bargaining, we have agreed to pension improvements that will mean an increase of a 30-40% benefit accrual retroactive to your hire date.

This is significant pension increase for thousands of members who have been accruing at a lower benefit level than employees hired before December 31, 2013.

AND all employees hired before December 31, 2013, will maintain their higher benefit accrual levels AND the additional improvement of permanently securing the early retirement bridging and minimum benefit levels.

These are significant pension benefit improvements that have not been made in over 10 years!

Clerks Work Clause

Sign In/Out for Vendors shall be available to the Union AND **no** additional vendors added to who is permitted to stock today.

Employee Benefit Plan Improvements

Employee Benefit Plan surplus means benefit improvements for non-Grid A employees by end of 2023, including potential improvements like the continuation of benefits for employees on unpaid sick leave.

Term:

The contract term is 5 years, with locked in wage increases for 2023, 2024, 2025 and 2026 PLUS a reopener in 2026 to negotiate a better wage scale and more increases in 2026 and 2027.

-END-

MEMORANDUM OF SETTLEMENT

BETWEEN

SAVE-ON-FOODS LIMITED PARTNERSHIP, a common employer

(the “Employer”)

And

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

(the “Union”)

The Parties tentatively agree to renew the [March 31 2013 – March 31 2023] Collective Agreement with the following changes.

Changes to the current Collective Agreement are identified as follows:

- ***deletions are shown by a strikethrough***
- ***additions are shown by bold***
- ***Replacement and new language identified***

In addition to all the specific changes noted herein, the Parties agree to amend the entire Collective Agreement to reflect gender-neutral pronouns (they, their, them).

All Articles and Letters of Understanding not referenced in this document remain as they stood in the March 31 2013 – March 31 2023 Collective Agreement.

Unless otherwise specified, all changes to take effect upon the first Sunday after ratification. Wage increases in the MOS that are effective April 2, 2023 will be retroactive.


The Parties agree to recommend the tentative agreement to their respective principals.

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)

- 5. The Parties agree that this Memorandum of Agreement is, including APPENDIX A, to this date, the entire agreement between the Parties with respect to collective bargaining for a renewal of a Collective Agreement.

Agreed to this [29th] of [June], [2023], at [New Westminister], British Columbia.




Major Brar, for the Employer



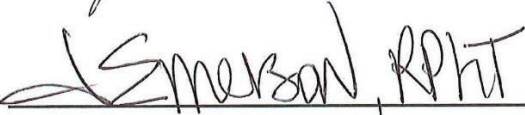
Ian Kato, for the Employer



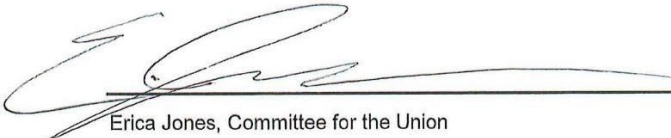
Kim Novak, President for the Union



Patrick Johnson, Secretary for the Union



Jaime Emerson, Committee for the Union



Erica Jones, Committee for the Union

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)



Christine Holowka, Committee for the Union



Kathleen Guerin, Committee for the Union



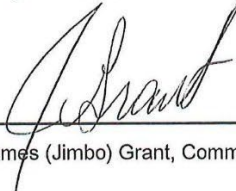
David Gutierrez, Committee for the Union



Anita Letendre, Committee for the Union



Marylou Fonda, Committee for the Union



James (Jimbo) Grant, Committee for the Union



Joel Simmons, Committee for the Union



Josephine Bustin, Committee for the Union

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023

Employer Signature Page

Employer Committee


 Name: WAYNE ALLAN


 Name: NAOMI MCLEOD


 Name: Spencer Seale


 Name: Richard Hergadinho


 Name: Jamie Sawyer

Memorandum of Settlement 2023 (E. & O.E.)

Memorandum of Settlement 2023 (E. & O.E.)



Ronda Melbourne, Negotiator for the Union



Stephen Portman, Negotiator for the union

HOUSEKEEPING

1. Gender Neutral Language

Amend language of contract to reflect gender neutral terms throughout.

2. Clarify Referenced Sections of Agreement

Amend language of contract to name referenced sections throughout.

Section 3.03 – Conflict of Interest

Amend as follows:

~~It is agreed that the term “competitor” raised in the Collective Agreement shall mean any food and/or drug retail establishment. The Union and the Employer agree that an employee working for a competitor as defined herein will be placed in a conflict of interest with their ongoing employment with the Employer.~~

An employee shall avoid any conflict with the interest of the Employer.

A conflict of interest includes an obligation in a relationship with any person or organization which competes or does business with the Employer that could affect the employee’s judgment in fulfilling his or her responsibilities to the Employer or which could affect the Employer’s business interests.

~~Violation of this provision may result in termination. Prior to termination, the Employer shall notify the employee of the infraction so the employee can rectify the problem~~

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

~~Example 1: A bakery department employee working as a delivery driver for a bread supplier that supplies our competitors is in a conflict of interest. However, a bakery employee working in a supplier’s bread plant or working as a pop delivery driver is not in a conflict of interest.~~

~~Example 2: An employee working for a retail store which sells products sold by the Employer is in a conflict of interest.~~

Section 4 – Growing our Future Meetings

Maintain existing language, except to add the following under Meeting Structure:

- **A monthly schedule of meetings shall be confirmed during the January Growing Our Future meeting.**
- Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair). **Shop Stewards will be permitted adequate time during a regularly scheduled shift to prepare an agenda in advance of meetings where the Union is the chair.**

Section 5.01 - Shop Steward Recognition

~~The Employer and the Union agree to recognize a Chief Shop Steward in each Contract Area.~~

When a Shop Steward is investigating a Grievance or a complaint on Employer time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

Shop Stewards may introduce new members to the Union ~~on their own time to present membership cards for signature.~~ **within the first three (3) months of an employee's start date.**

Existing language in this section to remain unchanged.

Section 5.02 – Store Visits of Union Representatives

Duly authorized full-time Representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

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

- A. Carried on in a place in the store ~~designated by Management~~ **that does not interfere with regular business operations.**
- B. Held whenever possible during the lunch period; however, if this not practical,
- C. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management.
- D. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under *Section 24* of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of *Section 24*.

Section 6.01 – Exclusions Per Store

Amend as follows:

Exclusions Per Store

Store Manager	Pharmacists as required by the Employer*
Up to two (2) Assistant Store Managers	Pharmacy Manager*
Operations Manager**	

* Applies only if a Pharmacy exists in the store.

~~Existing excluded Operations Managers may elect to remain excluded under the same terms as they currently receive.~~

****An Operations Manager is only permitted in stores that have at least seventy-five (75) employees or in the place of an Assistant Store Manager in a store. Bargaining unit employees employed at ratification 2023 shall not have their hours impacted as a result of the implementation of this position.**

The primary function of exclusions (except Pharmacists) in the Collective Agreement shall be managerial in nature.

Section 6.02 – Key Personnel

Amend as follows:

~~This management structure is designed to encourage a more engaged workforce. The Union and Employer agree that this transition is necessary to contribute to the future success of the stores and job security for all employees.~~

Key Personnel is defined as bargaining unit employees who have the following titles:

- a) Supervisors (average 2 per store)
- b) Department Managers: Bakery, Deli, Meat, Produce, Centre of Store, **E-Commerce, Wine** and Restaurant
- c) Assistant Department Managers: Bakery, Deli, Meat, Produce, Restaurant, **and Centre of Store (2)**
- d) Team Leaders: E-commerce, ~~Wine~~, Coffee

The Employer has committed to continue the promotion of existing Supervisors to senior roles as well as providing lateral opportunities in vacant Department Manager positions. Those moving to Department Manager shall not have their rate of pay reduced. This process shall be a focus for the first six (6) months after ratification.

The Employer may leave any of the above positions vacant.

~~*Assistant Department Managers shall be paid in accordance with the existing Team Lead wage scale.~~

[MOS Only] The parties shall meet within thirty (30) days after ratification, and afterwards by request of either party for the period of the CBA, to discuss the movement of Ecommerce Team Lead positions to Ecommerce Department Managers in some locations.

Section 6.03 – Bargaining Unit Supervisors and Department Managers

Amend as follows and reorder numbered paragraphs:

Bargaining Unit Supervisors and Departments Managers as determined by the Employer in consultation with the Union (consistent with discussions during 2012/2013 bargaining) with the following terms:

1. Shall be placed on a weekly salary, with no ATO, and shall be considered management under the *Employment Standards Act* and thereby exempt from overtime requirements, **subject to the exceptions in point 2 below.**
2. **Any employee in a salary Department Manager or Supervisor position shall be on a weekly salary. The intent is that these employees will work forty (40) hours per week and eight (8) hours per day on a regular basis; however, there may be circumstances where this varies occasionally. Employees shall be paid time and one half for all hours worked over forty (40) in a basic work week (Sunday to Saturday) and they shall be eligible for time and one half for hours worked on statutory holidays.**

Any hours bank that exists prior to ratification shall be paid out to employees at ratification at the applicable rate of pay.

3. Hours worked by Supervisors or Department Managers shall not be subject to claim.
4. Supervisors and Department Managers shall be permitted to perform any duties within the store. Existing incumbents may elect to perform any duties within the store. **The Employer will phase in these changes in stores so that no current employees will lose hours due to the implementation of the new structure.**
5. ~~Existing incumbents~~ **Pre-2013 Department Managers, Assistant Department Managers and Assistant Operations Managers** to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).
6. Existing incumbents may elect to forgo their ATO benefit and shall be paid the corresponding Part Time hourly rate of pay converted to a weekly salary.
7. Employees promoted to these positions after ratification 2013 shall be paid a weekly salary of ~~\$880~~ **\$920** for Department Managers and \$960 for Supervisors. Such employees employed at ratification 2013 (March 23, 2013) will continue to be entitled to off-scale wage increases.

Effective the first Sunday in June 2024, the weekly salary for Department Managers shall increase to \$940. Effective the first Sunday in June 2025, the weekly salary for Department Managers shall increase to \$960.

All active Department Managers (excluding Grid A) on the below dates shall receive the following off scale increase to their salary in lieu of the above salary adjustment until such time that the salary above is greater.

April 2, 2023	\$0.60 per hour
First Sunday in June 2024	\$0.60 per hour
First Sunday in June 2025	\$0.60 per hour
First Sunday in June 2026	\$0.60 per hour

All active Supervisors (excluding Grid A) on the below dates shall receive the following off scale increase to their salary.

April 2, 2023	\$0.60 per hour
First Sunday in June 2024	\$0.60 per hour
First Sunday in June 2025	\$0.60 per hour
First Sunday in June 2026	\$0.60 per hour

8. These salaries shall be reviewed by the Union and Employer on an annual basis.
9. Existing Grid A employees promoted to Department Manager or Supervisor shall not be required to accept the weekly salaries referenced above. If selected for the position after ratification 2013 these employees shall be red-circled at their existing rate (not the pre-2013 Grid A department rate) with that rate converted to a salary with no ATO – they will be eligible for the same incentive and the same future monetary adjustments provided to Grid A employees.

The Employer and Union shall meet on a regular basis to discuss any issues arising out of management structure on a store by store basis and work towards a solution that aligns with the interests shared during our discussions in bargaining and that supports the business plan.

Equal Opportunity: The Employer will provide all employees with equal opportunity to fill vacant Key Personnel positions.

The parties confirmed in bargaining 2018 that all salaried Department Managers and Supervisors are required to record all time worked. The parties also confirmed in bargaining 2018 that the intent is for salaried Department Managers and Supervisors to work forty (40) hours per week. There are unique circumstances in which it may be required for salaried managers to work more than forty (40) hours per week.

~~The Employer shall balance salary employees' hours banks on a monthly basis. An employee's hours bank from the previous month shall be reviewed~~

~~and any balance above zero hours paid out at the current hourly equivalent rate of pay by the end of the next month.~~

Section 6.05 - Step Down/Demotion Process

Amend as follows:

Employees who step down or are demoted shall revert back to their previous non-key personnel classification and remain in their current store, or upon mutual agreement, the employee may be placed in a store where there is minimal impact on employees' hours in the selected store.

Where the step down causes concern, the Union and Employer shall meet to mitigate the unforeseen circumstances resulting from the step down.

~~This process shall follow a principle of 40 hours in—40 hours out from incumbents coming from any classification. The Employer shall decide the suitability of the replacement manager or supervisor. Placement will consider the following options:~~

- ~~1. Internally within the store if there is a suitable, internal candidate, or~~
- ~~2. In close geographic proximity of the store or other store where there is a suitable candidate to replace the stepped down or demoted manager.~~

~~Employees promoted to a management position on a temporary basis, by mutual agreement between the Employer and the Union, to cover seasonal business fluctuations, medical leave, maternity or parental leave shall not be subject to the above step down language. These employees will return to their previous position and store.~~

~~The parties shall confirm and maintain a Step down/Demotion Guidelines document and ensure it is available to all employees.
Step down/Demotion Process shall be included in the application process.~~

[MOS ONLY] The parties agree that any reference in the collective agreement to 40 in/out step down language throughout the CBA will be amended to reference the new step down language at section 6.05 with the exception of section 6.07 Step Down Process for Assistant Department Managers (pre-March 23 2013).

Section 6.09 - Assistant Department Manager and Team Lead including E-commerce, Wine, Coffee wage scale:

Add and amend as follows:

Team Lead Wage Scale

STEPS (1040 Hours)	SAR 2023
1	\$18.50
2	\$19.00
3	\$19.50
4	\$20.00
5	\$21.50
6	\$21.70
7	\$21.85

The parties agree to meet after ratification to discuss rates of pay for employees who are paid above the wage scale and are promoted into these positions.

This scale shall be reviewed by the Union and Employer on an annual basis.

~~The parties agree to review the start rate of pay for the Lead Hand each year at the Annual Financial Review. The top rate of pay of the Lead Hand wage scale shall correspond with the top rate of the New Wage Scale.~~

~~Effective Sunday After Ratification 2021, all active Team Leads (as defined under Section 6.09) at top rate at time of payment shall receive a lump sum in the amount of \$1,000.00).~~

~~The hours worked per week will be determined by calculating the average number of hours worked in the 52 weeks prior to Ratification 2021. Employees who are on a leave (e.g. TAB, Leave of Absence, WI, LTD, Maternity/Paternity Leave, WCB, etc.) will be eligible for lump sum payments.~~

~~The lump sum shall be paid within two weeks of ratification and shall be paid on a separate deposit from the regular weekly pay cheque.~~

Management Trainees who are promoted to Assistant Department Manager or Team Lead will move to the next highest rate on the Team Lead/ADM wage scale.

Section 7.01 – Clerks Work Clause

Maintain existing language, except as amended in 7.01 J:

- J. The following salespersons or vendor representatives shall engage in the handling and selling of merchandise in the retail stores of the Employer ~~only in the first visit following~~

~~the delivery:~~

1. Primary Pop Vendors (currently Coca Cola and Pepsico)
2. Primary Chip Vendors (currently Old Dutch and Frito Lay)
3. Primary Bakery Vendors (currently ~~Weston's~~ **Wonder Brands** and Canada Bread)

These salespersons or vendor representatives shall be permitted to perform work in each store to a combined maximum of one and one-half percent (1.5%) of each store's total weekly bargaining unit hours. ~~The Employer will implement a tracking system for vendor activity that shall be accessible to the Union upon request.~~ **Vendors shall be required to sign in and out and that shall be accessible upon the Union's request.** Any concerns regarding salespersons or vendor representatives exceeding these hours shall be addressed at the store Growing our Future Meeting and Senior Leaders meeting each month.

Employees employed at ratification will not have their hours of work reduced as a result of **additional fills by vendors outlined above.** ~~the introduction of vendor stocking.~~

~~During discussions in bargaining 2018 regarding~~ ~~T~~the work performed in the categories above, the Employer agrees that though Key Personnel and management perform such work from time to time their primary function is supervisory in nature.

Section 8.02 – Full-Time Employee

Amend as follows:

~~The following language in Section 8.02 applies only to employees on Grid A at ratification 2013 (March 23, 2013):~~

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

An employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) week consecutive period shall be considered full time.

An employee's full time status shall be notated on the posted schedule.

[MOS Only] The Parties agreed at the table that part time Grid A employees shall revert to full time without the requirement of achieving the hours required in this section.

Section 8.07 – Sale or Closure of Stores

Maintain existing language, except as amended in Pt A:

- A. In the event of sale or closure of a store, **all** employees shall be able to exercise their seniority in other stores of the Employer **throughout the Province** ~~within the same Contract area.~~

Section 8.10 – Job Opportunity Postings

Maintain existing language, and add the following to Pt 1:

All employees will use their hire date to apply for job opportunities.

- 1. A Job Opportunity is created when a Grid A employee terminates employment or transfers to another store. The opportunity may be posted, in consultation with the union in another store in close proximity.

Postings created by a Grid A transferring to another location will be limited to two (2) backfill postings.

Section 8.11 – Transfer Opportunities

Amend as follows:

The parties agree to facilitate the movement of employees to other stores with the interest of providing employees an opportunity to get closer to home. The following process shall be undertaken with the following principles in mind:

- A. Unrestricted cross classification employees with six (6) or more months seniority at the date of application will be invited to electronically indicate which stores they would like to transfer to on a ~~monthly~~ **bi-annual** basis (the Employer may develop a perpetual matching process, at which time the parties shall review and implement).
- B. Transfers will be based on a 1 in, 1 out basis and shall be by seniority. **By mutual agreement between the employee and Employer, employees who have electronically indicated their interest according to paragraph A, may choose to accept a one-way transfer. One-way transfers must comply with paragraphs C to F.**

An employee who has indicated interest under paragraph A, may decline a transfer request or remove their indication of interest at any time.

- C. Transfers will not result in vacancies, back-fill vacancies, or postings.
- D. Transfers will not put any stores into financial difficulty.

- E. The parties will consider the impact on other employees' hours in the stores.
- F. Transferred employees will retain their seniority ~~and shall not restrict their hours for a minimum of six (6) months.~~

Any issues identified in the Transfer Opportunity process shall be addressed through the Provincial Growing Our Future.

Section 8.13 – Combining Contract Areas

Delete as language is spent.

Section 8.14 – Full Time Status

Delete section and move language to Section 8.02

Section 9.01 – Work Model Guiding Principles

Amend as follows:

1. ~~To develop a new model for~~ **The parties are committed to** scheduling that addresses the business needs of running a store with the right amount of hours, is cost effective, is simple to implement and administer, creates an opportunity for increased hours to assist employees in achieving a living wage, that is fair, and provides personal flexibility for employees.
2. Considers the ability for employees to be scheduled across more than one department – to maximize hours, be more efficient, and to provide better service.
3. Provides a method in which hours of work are scheduled by seniority while ensuring incumbents' hours of work (in their pre-ratification **2013** classification) are not reduced as a result of more senior employees gaining more hours.
4. Provides the opportunity for team members to maximize their hours of work by daily maximization.
5. Provides flexibility for the Employer to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained.
6. Within the first twelve (12) months of employment employees will maximize their hours of work by scheduling the longest shifts by seniority where possible, while also providing the Employer the flexibility to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained and to ensure minimal schedule changes are made after the schedule is posted.
7. Confirm the need to keep some departments or classifications separate due to specific operational requirements.

8. Further to point 6, in the event the Employer introduces a new department or concept in consultation with the Union, the Employer may require the new classification or department to remain as a separate classification/department. ~~One example shared at the bargaining table was the introduction of a Restaurant.~~ Any seniority rights, rate of pay issues, or other related matters shall be reviewed and resolved by the parties.
9. ~~Develop and implement a Joint Scheduling Review Committee to ensure timely resolution of issues that may arise.~~
10. The parties recognize the importance of ensuring the smooth operation of the store, including providing services required by customers. ~~In accordance with discussions during bargaining 2018~~ the parties agree employees may be assigned but not scheduled to perform work outside their classification or department. These employees shall not have their hourly rate of pay reduced while performing this work. Any issues arising from this clause will be referred to the Growing our Future meetings and/or Senior Leaders meetings to ensure consistency and compliance within the terms of the collective agreement.

The parties agree that employees in New Departments may apply for transfer to the Cross-Classification schedule at any time.

Section 9.02 – Cross Classification Work

Amend as follows:

[MOS ONLY] Pre-ratification 2013 (March 23, 2013) employees who have opted out of cross classification work shall be allowed one (1) opportunity to opt back in to cross classification work, within ninety (90) days from the date of ratification 2023.

Pre-ratification 2013 (March 23, 2013) employees who are currently in cross classification shall have the opportunity to opt out of cross classification for ninety (90) days from the date of ratification 2023.

Hours of work are scheduled by seniority within the group. ~~Employees at ratification 2013 (March 23, 2013) shall not receive fewer hours than what they would be entitled to, had the scheduling rules not changed.~~

~~For clarification, the hours employees will work across classifications must be new available hours created through growth or attrition.~~

Shifts shall be assigned to employees by seniority on a daily basis. No employee will lose hours as a result of cross-department scheduling. The parties acknowledge there are other factors such as but not limited to loss of sales, negative affects of competitive forces against the store, technology, or changes in work operation that may impact employee hours.

~~Employees employed at ratification 2013 (March 23, 2013) may opt out of cross-classification work once within the life of the collective agreement. Employees~~

participating in the program may achieve more hours worked than employees who do not, and these additional hours are not subject to claim.

Clerk Cashiers at ratification **2013** shall keep their off-till duty ranking(s) and shall continue to maximize their hours in their current ranking.

The parties agree to continue Chris Sullivan's Feb 11, 2015 decision to advance off-till duty rankings as higher ranked off-till duty rankings are vacated, without the requirement for a Clerk Cashier to opt out of cross-classification work. There will be no new off-till duty postings.

Regulated Pharmacy Technicians shall not participate in cross department work. Pharmacy Assistant hours in the dispensary shall not be subject to claim however the Pharmacy Assistants shall be permitted to participate in cross-department work, subject to the needs of the Pharmacy Department.

~~The parties shall meet after ratification to develop a transition plan on a store by store basis.~~ The Employer shall provide the Union with electronic access to all store schedules.

Section 9.05 – Overtime and Overtime Pay

Maintain existing language and amend pt E as follows:

E. Overtime - Rest Period - Lunch Money

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

If an employee is required to work more than two (2) hours overtime, he or she will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and, in addition, receive a ~~five dollar (\$5.00)~~ **ten dollar (\$10.00)** meal allowance **or gift card**.

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

Section 9.06 – Statutory Holidays

Maintain existing language except for the following amendments:

Add National Day for Truth and Reconciliation

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

Section 9.09 – Restriction of Availability Employee Availability

Amend as follows:

[MOS ONLY] The parties agree to work together in good faith to update the Availability Form in accordance with changes to section 9.09, 9.10, and 9.11 of the CBA within one-hundred and twenty (120) days of ratification of the agreement.

The parties agree that the changes to section 9.09 are not intended or interpreted to impact the operation of section 9.12, 9.13 or pre-1997 ratification scheduling rights.

Only employees who restrict to thirty-two (32) or fewer hours per week shall have the option of submitting an availability form.

Employees who submit an availability form declaring the times and/or days they are available to work, must be available to work one (1) late shift per week and also have open availability on either Saturday or Sunday.

Employees who restrict their hours to less than sixteen (16) hours per week must be available to work Saturday and Sunday.

Any Eligible employees who ~~works less than the basic workweek and~~ restrict his or her ~~their~~ availability shall sign an **availability form so advising the Employer. ~~One copy of~~ **the availability** form is to be ~~sent faxed~~ to the Union ~~by the Employer~~ **upon request.** Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not ~~he or she is~~ **they are** of restricted status, shall be reduced first. If an employee wishes to end his or her ~~their~~ restricted status, the employee shall ~~se~~ advise the Employer in writing **on the availability form.** The employee's full seniority rights shall begin from the date he or she advise the Employer of his or her full availability.**

~~Employees shall have the option of restricting their weekly hours of work up to three (3) times per calendar year.~~

Employees may change their availability to a maximum of five (5) times per calendar year. Lifting their restriction to full availability does not count as one of the five (5) changes.

Employees shall be required to work within their Restriction of Availability and may lose hours as a result. This means if a shift falls outside of an employee's availability it shall not be subject to claim.

If sufficient employees are not available to work on any day, the Employer may deny further requests to restrict such day(s). Requests to restrict will not be unreasonably denied.

Employees cannot utilize Leave provisions (e.g. T.A.B.) or R.T.O. to circumvent the intent of this language.

All changes shall be effective the next posted schedule. Restricted employees do not have a right to claim any hours above their restriction.

~~A Grid A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.~~

Employees shall not be permitted to restrict their availability below eight (8) hours per week except for health reasons supported by a letter from a doctor.

Restrictions less than sixteen (16) hours shall not be granted between May 31st and September 1st, and/or November 30th to January 2nd. Employees restricted to less than sixteen (16) hours shall not be required to lift their restriction during these times.”

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

Section 9.10 – Declaration of Availability

Delete and merge with section 9.09.

Section 9.11 – Student Seniority

Delete.

Section 9.12 – Weekday Restriction

Amend as follows:

All employees (except ~~Students~~ and employees who have submitted an ~~Declaration of Availability Form~~) are eligible to submit a restriction to be scheduled off any one weekday. This Weekday Restriction shall be granted by seniority however the granting of a Weekday Restriction cannot circumvent participation in fair rotation of shifts. Employees can change their Weekday Restriction up to ~~three (3)~~ **five (5)** times per calendar year.

Any employee hired prior to ratification 2013 maintains the right to submit a Sunday restriction; however, the Sunday Restriction cannot be used in conjunction with the Weekday Restriction.

All changes shall be effective the next posted schedule.

Note: Employees hired prior to ratification 2013 (March 23, 2013) maintain the right to submit a Sunday Restriction.

Section 9.14 – Notice of change work schedule

Delete and merge with section 9.15.

Section 9.15 – Weekly Work Schedules

Amend as follows:

Work schedules will not be used for disciplinary or discriminatory purposes. It is the responsibility of the Store Manager to estimate, plan and schedule the work to be done each day, and schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner.

1. Weekly work schedules for employees shall be posted by Saturday, three (3) weeks in advance.
2. **The parties agree to pilot weekly work schedules being posted by Saturday two (2) weeks in advance in ten (10) stores during the first six (6) months after ratification 2023.**
 - a) **An additional ten (10) stores will be added to the pilot, approximately six (6) months after ratification 2023.**
 - b) **The pilot stores shall be selected by the Union and Employer.**
 - c) **By mutual agreement between the Union and the Employer, this may be expanded to more stores.**
 - d) **The intent of this pilot is to show consistency in scheduling, to reduce the number of changes made to the schedule after it is posted, and provide employees appropriate time to submit Requested Time Off (RTO).**
 - e) **If after one (1) year the parties agree that the pilot has been successful, it shall be expanded to all stores.**
3. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

The Employer is required to make a reasonable effort to verbally advise individual employees of the changes to their work schedule once it has been posted. In the event a text message is not acknowledged, the Employer will make a reasonable effort to verbally advise an employee of a work schedule change.

Employees **are not required to** ~~shall not~~ use their personal mobile phones for the purposes of notifying employees of shift changes when they are assigned such duties.

~~Students: A student'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, a student must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a non-school day.~~

~~Service Clerks: A service clerk's schedule shall not be changed without notice except in the event of absence of other staff due to sickness or accident, or emergencies such as fire, flood, breakdown of machinery, or other such instances of force majeure. In all other cases, a service clerk must be notified on the day before any change to his or her schedule or be given an additional two (2) hours' pay. It is understood that if a penalty is paid under this subsection 2, then no penalty shall be paid under Section 9.29~~

Section 9.24 – Night Work

Amend as follows:

Employees may opt into a minimum two (2) month period of night (graveyard) work upon four (4) weeks' notice. Hours of work on night shifts shall not be claimable. In the event there is not a sufficient number of employees to cover the night (graveyard) work, the Employer will assign the work on a rotation basis.

If a rotation is necessary, the Manager, Lead Hand and the Crew shall institute a fair system of scheduling for Night Crews.

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

Should problems exist in individual stores regarding the rotation list, the parties can refer the matter to *Growing Our Future* meetings. (See Section 4.)

In the event this should fail, the Union Representative and the Crew shall have the right to file a Grievance under the Collective Bargaining Agreement, "Fair Rotation of Shift" Section.

The following rules shall apply to night stocking:

1. Night stocking shifts shall commence at 12:00 midnight or 11:30 P.M.
2. As an alternative to Point (1) above, one 12:01 A.M. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in Point (5).
3. Shifts not commencing at 12:00 midnight or 11:30 P.M. shall start on or after 5:00 A.M. and shall end before 12:00 midnight. **The only exception to this rule, is for employees scheduled in Ecommerce who may be scheduled for a shift commencing no earlier than 4:00 A.M.**
4. An employee may request to start between 9:00 p.m. and 12:00 a.m.
5. An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

6. The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.
7. Senior employees whose years of service plus age equals seventy (70), may opt out of Night Stocking Crew.

The above shall be subject to emergencies as defined in Section 9.16 of this Agreement. No Clerk shall be required to work alone on the premises on night shift.

All employees, **including Key Personnel**, doing night work for shifts that begin after 9:00 p.m. shall be paid at a premium of two (\$2.00) dollars per hour.

Section 9.29 – Minimum Hours

Amend as follows:

All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and, upon reporting, finds that his or her services are not required, shall receive four (4) hours' pay. ~~Notwithstanding the above Clauses in Section 9.29, a Service Clerk who is called for work and, upon reporting for work, finds that his or her services are not required, shall receive two (2) hours' pay. A Service Clerk who is called for work and commences work, and finds his or her services are no longer required, shall be guaranteed two (2) hours' pay. On Saturday only, a Service Clerk shall receive reporting pay of four (4) hours'.~~

Section 10.02 – New Wage Scale to Replace 2018 - 2022 Wage Scale

10.02 ~~2018-2022~~ 2023 Wage Scale

Wage Scale Post Ratification ~~2021-2023~~:

Step (1040 Hours)	Current	SAR 2023
1	\$16.75	\$ 16.75
2	\$16.75	\$ 16.90
3	\$16.75	\$ 17.05
4	\$16.85	\$ 17.15
5	\$16.95	\$ 17.25
6	\$17.05	\$ 17.55
7	\$17.10	\$ 17.65
8	\$17.20	\$ 17.85
9	\$17.30	\$ 18.00
10	\$17.50	\$ 18.20
11	\$18.10	\$ 18.55
12	\$18.70	\$ 21.00
13	\$19.10	
14	\$21.00	

Employees hired after ratification will be placed on the new wage scale and progress up each step with every 1040 hours of work.

Employees hired prior to ratification 2023, will transition from the old wage scale to the new wage scale as follows:

Employees on step 1 and 2 on the old scale will slide over to step 1 and 2 on the new scale, do not have their hours reset, and progress up each step with every 1040 hours of work.

Employees on steps 3 to 6 on the old scale will receive a \$0.50/hr off scale. The employee will then slide over to the new scale at the corresponding rate. The employee's hours will reset, and the employee will then progress up each step with every 1040 hours of work.

Employees on steps 7 to 11 on the old scale will slide over to steps 7 to 11 on the new scale and receive the corresponding new rate. The employee's hours will reset, and the employee will then progress up each step with every 1040 hours of work.

Employees on step 12 on the old scale will receives \$0.50/hr off scale. The employee's hours will reset, and the employee will progress to top rate (Step 12) after 1040 hours worked.

Employees on step 13 of the old wage scale will slide over to top rate (Step 12) and receive the corresponding rate of pay.

Employees on Step 14 of the old wage scale shall receive off scale wage increases as outlined in section 10.03.

The parties agree to meet after each annual increase to the minimum wage to discuss adjustments to the wage scale consistent with current practise.

~~*When the BC minimum wage increases to the step 1 scale rate for each applicable year, the parties shall adopt the relevant wage scale. **Employees shall progress up the Wage Scale with each 1040 hours worked.~~

~~All active non-Grid A employees on the former Grid B Wage Scale earning less than twenty dollars (\$20.00) shall be placed at the "next highest" wage rate on the Wage Scale.~~

Section 10.03 (A) – Off Scale Increases Non-Grid A

Add the following:

Active non-Grid A employees (except Key Personnel and Pharmacy Assistants) at twenty-one dollars (\$21.00) or greater at time of payment shall receive the following off scale increases:

April 2, 2023	5%
First Sunday of June 2024	3%
First Sunday of June 2025	2%
First Sunday of June 2026	2%

Section 10.04 (D) – Off Scale Increases – Grid A

Add the following:

Active Grid A employees (except Pharmacy Assistants) at top rate of pay at time of payment shall receive the following off scale increases:

April 2, 2023	5%
First Sunday of June 2024	3%
First Sunday of June 2025	2%
First Sunday of June 2026	2%

Section 10.05 – Pharmacy Assistants and Registered Pharmacy Technicians

Maintain existing language and modify to reflect new Wage Scale and wage increases as follows:

ADD New Pharmacy Assistant Wage Scale:

STEPS	HOURS	CURRENT STEP 11 on LW SCALE	SAR 2023
(520 Hours)			
1	0 to 520	\$18.10	\$19.00
2	521 to 1040	\$18.10	\$19.25
3	1041 to 1560	\$18.70	\$19.50
4	1561 to 2080	\$18.70	\$19.75
5	2081 to 2600	\$19.10	\$20.00
6	2601 to 3120	\$19.10	\$20.50
7	3121 to 3640	\$21.00	\$21.50
8	3641 to 4160	\$21.00	\$22.00
9	4161 to 4680	\$21.00	\$22.50
10	Over 4680	\$21.00	\$23.00

Pharmacy Assistants at or below nineteen dollars and ten cents (\$19.10) shall move to the Pharmacy Assistant scale based on their experience hours.

Pharmacy Assistants at twenty-one dollars (\$21.00) or greater at time of payment shall receive a one dollar and thirty five cents (\$1.35) per hour off scale wage increase effective Sunday after Ratification and will move to the next highest rate after working 520 hours on the Pharmacy Assistant scale.

Non-grid A Pharmacy Assistants at top rate at time of payment shall receive the following off scale increases.

First Sunday of June 2024	3%
First Sunday of June 2025	2%
First Sunday of June 2026	2%

All Grid A Pharmacy Assistants at top rate at time of payment shall receive the following off scale increases:

April 2, 2023	\$1.35
First Sunday of June 2024	\$0.85
First Sunday of June 2025	\$0.55
First Sunday of June 2026	\$0.60

Section 10.06 – Registered Pharmacy Technicians

Amend to replace “Regulated Pharmacy Technician” with “Registered Pharmacy Technician” throughout this section.

Maintain existing language and amend to reflect new Wage Scale and wage increases as follows:

	Accumulated Hours Worked	Outgoing Scale	SAR 2023
1	0-520	\$21.00	\$24.50
2	521-1040	\$21.23	\$25.00
3	1041-1560	\$21.48	\$25.50
4	1561-2080	\$21.73	\$26.00
5	2081-2600	\$21.98	\$26.50
6	2601-3120	\$22.23	\$27.00
7	3121-3640	\$22.48	\$27.50
8	3641-4160	\$22.73	\$28.00
9	4161-4680	\$22.98	\$28.50
10	4681-5200	\$23.53	\$29.00
11	5201-5720	\$24.23	\$29.50
12	Over 5720	\$25.20	\$31.50

All Registered Pharmacy Technicians shall be placed at the step on the 2023 Registered Pharmacy Technician scale that is not greater than a \$1.35 an hour above their current rate of pay. They will move to the next step after working 520 hours.

~~Existing internal Pharmacy Assistants with less than 520 experience hours will have their career hours established at zero and placed on the Regulated **Registered** Pharmacy Technician Wage Scale (above) at the appropriate scale rate. All other internal Pharmacy Assistants will be placed on the Regulated Pharmacy Technician Wage Scale (above) according to their career hours to a maximum of 4680.~~

The Employer shall pay annual licensing fees, liability insurance and reimburse for any required annual training for Registered Pharmacy Technicians, as is the current practise.

Section 10.09 - Restaurant Employees

Amend as follows:

Restaurant Employees will be hired on the ~~2018-2022~~ Wage Scale outlined in Section 10.02 and assigned to perform duties in the Restaurant department as determined by mutual agreement of the parties prior to the opening of any Restaurant department.

Restaurant Clerks, **including Cooks** and ~~including~~ Coffee Bar, shall progress up the Wage Scale ~~beyond fourteen dollars (\$14.00) per hour to a maximum wage of eighteen dollars (\$18.00) per hour~~ **in accordance with section 10.02.**

The parties agree that employees in New Departments may apply for transfer to the Cross-Classification schedule at any time.

~~The parties agree to review the top rate of pay for the Restaurant Clerks, including Coffee Bar, each year at the Annual Financial Review.~~

~~Cooks who opt to move into another classification/department shall be red-circled at that rate until they have worked the experience hours to move to the next highest rate on the 2018-2022 Wage Scale. Hours worked in the Cook Classification shall be credited towards these experience hours.~~

Consistent with Section 9.01 (8), the Employer requires some departments (i.e. Wine, Restaurant, Coffee) to remain scheduled as a silo department. Where there is a desire to participate in cross class scheduling, the Employer shall meet with the Union and finalize details.

Section 11.03 – Vacation Scheduling

Amend as follows:

A. The vacation selection process shall commence on November 1st of each year. Employees shall submit their requests for vacation time off on or before December 31st of each year. The month of January shall be used to resolve all vacation selection overlaps that exceed the weekly allotment of employees permitted off in a department or classification by seniority. The vacation selection process shall be completed by January 31st of each year and the final approved vacation schedule shall be posted at that time.

The minimum number of employees permitted off on vacation in a department or classification in a week shall be:

1. The Week the "snapshot" is the last week of October.
2. Those employees on Leaves of Absence contained in the Collective Agreement, Maternity Leave, Worksafe Claims, Unpaid Sick Leave, or other Leaves of a statutory nature whose expected return to work date falls after September 15th will be excluded from the "snapshot".

Any employee who is off on a leave of absence and who is not expected to return in the upcoming vacation year, shall be entitled to select vacation weeks by seniority, however, they shall be counted in addition to the minimum number of employees allowed off in one week.

3. Employees hired within 30 days of the calculation week will be excluded from the snapshot number.
4. The formula number will be rounded up from 0.5, (example 9.5 = 10) and rounded down from 0.4 (example 9.4 = 9)
5. The parties agree that any unanticipated adverse impact shall be managed through the Growing our Future meeting and/or Senior Leaders meeting.
Should the Employer have operational issues regarding the vacation schedule, they shall contact the Union Representative for the store to resolve. If no agreement can be reached, the matter shall be referred to Troubleshooter no later than January 15 so that a decision can be issued for the vacation schedule to be posted by January 31.

Once the vacation schedule is posted any additional vacation time off requests, not already booked, shall be granted on a "first come, first serve" basis. The only exception is available vacation time off during the months of July and August where these slots shall be made available by seniority.

Any changes to the vacation schedule shall be by mutual agreement. Should changes to the vacation schedule result in available time off slots, those slots shall be made available by seniority. In the event of available time off in the months of July and August, the available slots shall be made available by seniority to employees who do not have any vacation time off scheduled those months.

It is agreed that each department in a store shall have at least one (1) available vacation time slot for each week of the year (*except for the black-out weeks in December as set out in Section 11.03 (C)*).

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Company seniority shall apply in preference for vacations within the store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the full-time employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

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

B. Single Day Vacation: Any employee who is entitled to vacation time off may request to take one (1) week of vacation and break it into five (5) Single Day Vacation days off. These vacation days off shall be granted by seniority on the following basis:

Memorandum of Settlement 2023 (E. & O.E.)

Single Day Vacation requests approved during the annual vacation selection process shall have preference over R.T.O., A.T.O. and T.A.B.

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

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

Single Day Vacation days shall not count toward the allotted vacation time off slots for vacation weeks.

Single Day Vacation days are subject to the operational needs of the department and in the case of multiple requests, the requests will be denied in order of reverse seniority.

~~The foregoing shall not apply to the week before Christmas Day falls, or for the days in the week after Christmas Day falls.~~ Employees shall be eligible to book Single Day Vacation Days for any days that fall after Christmas Day during the regular vacation selection.

The Single Day Vacation limit of "Only one (1) single vacation day may be taken per week" shall be waived for the week in which Christmas Day falls. The days that will be made available during this week shall be those days that fall after Christmas Day. The minimum number of Single Day Vacation days granted for each available day shall be as follows:

Store Vacation Formula	Minimum Number of Single Day Vacation days granted per eligible day
Up to 7	2
8 to 11	3
12+	4

The minimum number of Single Day Vacation Days granted per eligible day shall be reviewed on an annual basis in each store, and where possible, increased by mutual agreement.

- C. Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. This can be varied if mutually agreeable to the employee and the Employer. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks' paid vacation, shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Vacations must be taken in units of not less than one (1) week.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of the two (2) weeks are to be scheduled between October 1 and April 1 and at a time requested by the employee, provided three (3) months' prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. These vacations may be scheduled between April 1st and September 30th by mutual agreement. The foregoing shall not apply to t

The week that Christmas Day occurs and the week prior **shall be considered blackout weeks**. However, should any vacation time off be made available during this two week "black-out" period, those vacation time off slots shall be granted by seniority.

The Employer shall be permitted to re-assign one or both blackout weeks in a specific store to different weeks of the year (except during weeks in prime time), by mutual agreement between the Employer and the Union. Such agreement must be in writing and must be renewed every year prior to November 1st of each year for the following year.

- D. Stat 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 he or she been working. Where an employee receives three (3) or more weeks' vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.
- E. Vacation selection shall remain by classification until the 2015 vacation selection period. The parties may mutually agree to modify this date on a store by store basis.

Once the cross classification work transition is complete in a store, employees shall select their vacation using their Seniority Date within the group.

The parties may mutually agree to modify the current vacation formula on a store by store basis and shall be guided by the interest whereby the most employees can take vacation in any given week as long as the store has a sufficient number of employees available to operate the store.

Section 12.02 – Funeral/Bereavement Leave

Amend as follows:

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

In the event of death of spouse, ~~father, mother,~~ **parent/legal guardian**, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4)

weeks.

Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer.

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

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

[MOS ONLY] The parties have agreed that the change to parent/legal guardian does not increase the scope of this clause as there was no intent to change how the above clause is interpreted.

Section 12.04 – Leaves of Absence

Maintain existing language, except as amended in pt 3:

3. Educational Leave: Employees with ~~four (4)~~ **two (2)** years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year. This leave of absence is only available once during an employee's career with the Employer.

Section 12.08

Add Title: Leave Pyramid and Maintenance of Benefits

Maintain existing language.

Section 12.09 – Pregnancy Leave

Amend as follows:

- (a) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) **consecutive** weeks, **taken during the period that begins no earlier than up to eleven (11) thirteen (13) weeks prior to the expected delivery birth date and at least six (6) weeks after no later than the actual delivery birth date and ends no later than seventeen (17) weeks after the leave begins.** The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
- (b) An employee who ~~requests leave under this section after the birth of a child or~~

~~the termination of a pregnancy~~ **unable to return to work after the end of a leave under this section** is entitled to up to **twelve (12)** consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
- (e) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
- (f) 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, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
- (g) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

Section 12.10 – Parental Leave

Amend as follows:

- (a) An employee who requests parental leave under this Section has the following entitlement:
 - i) for a birth ~~mother~~ **parent** who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 12.09 up to ~~thirty five (35)~~ **sixty-one (61)** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 12.09.
 - ii) For a birth **parent, other than an adopting parent**, who does not take a leave under Section 12.09 in relation to the birth of a child - up to ~~thirty seven (37)~~ **sixty-two (62)** weeks of unpaid leave beginning after the child's birth and within ~~fifty two (52)~~ **seventy-eight (78)** weeks after ~~that event~~ **the birth of the child or children**.
 - iii) ~~for a birth father – up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.~~
 - iv) for an adopting parent - up to ~~thirty seven (37)~~ **sixty-two** weeks of unpaid leave beginning within ~~fifty two (52)~~ **seventy-eight (78)** weeks after the child **or children are** is placed with the parent.

- (b) 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 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a) above.
- (c) The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection (a) (i), (ii) or (iii). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

Section 12.14 – Domestic Violence Leave

Amend as follows:

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason and upon verification of the situation, the Employer agrees that an employee who is a direct victim of an abusive or violent situation will not be subject to discipline if the absence or performance issue is the result of an abusive or violent situation.

~~Verified absences~~ **Leaves for domestic violence**, which are not covered by other terms of the collective agreement, will be granted as absent with permission without pay not to exceed ~~two (2) months~~ **fifteen (15) weeks**. Employees shall have the ability to fund these ~~absences~~ **leaves** through any paid time off they have accumulated under the collective agreement at the time of the absence.

Paid time off for this leave shall be provided to a maximum of ~~one (1) month~~ **five (5) days**.

Section 13 – Health and Welfare Plan

Discussion in bargaining 2023:

The parties acknowledge there is currently a surplus in the ~~Grid B~~ Employee Benefit Plan and that benefit improvements are being reviewed by the Trustees of the UFCW Health and Welfare Trust to be implemented by end of 2023.

Section 14.07 - Long-Term or Indefinite ~~Joint Accommodation Committee~~

Amend as follows:

~~An ongoing joint committee consisting of representatives of the Union and the Employer shall continue to work on providing employees with a fair and dignified return to work program.~~ The **Union and the Employer** committee as established shall ensure its policies

and procedures adhere to the Duty to Accommodate Protocol Agreement, as amended from time to time.

~~The Parties agree to meet monthly to:~~

- ~~A. Review and modify rules and guidelines for temporary modified duties.~~
- ~~B. Discuss additions/deletions to the light or modified duties job inventory as required, and inform the union of newly introduced duties.~~
- ~~C. Discuss and resolve issues concerning unresolved light duty and modified light duty files including:
 - ~~• employees who have failed in an attempt at returning on a gradual or modified program and~~
 - ~~• employees who require light duties who have a confirmed recurring medical condition.~~~~

~~The Employer will share with the Union, on a monthly basis, a list of all employees participating in the light duties program and not receiving a supplement from WCB, WI or LTD.~~

~~The Parties agree to meet annually, with legal counsel, in front of the Accommodation Arbitrator, to keep abreast of jurisprudence, and to:~~

- ~~A. Consciously review the Duty to Accommodate Protocol Agreement.~~
- ~~B. Share a synopsis on recent key legal issues pertaining to the Duty to Accommodate.~~
- ~~C. Revise the Protocol Agreement if necessary.~~

~~The Employer agrees to provide annual accommodation training on topics and in a format determined by the committee to management and up to two (2) worker representative in each store. A third (3rd) Union appointed worker representative will be added for stores with an active bargaining unit count in excess of 200. If the Parties cannot agree on a format then the Employer's proposed format shall be used.~~

It is acknowledged that the Employer, the Union and the employees all have a responsibility to accommodate disabled employees who return to work.

Section 16 – UFCW Pension Plan

Maintain existing language, with amendments made as per the following:

The Employer and Union are committed to the recommendation on benefit improvements and Employer contribution rates provided by the Actuaries of the UFCW Pension Plan to the Trustees.

Add New: Any employee who is not eligible for contributions to be made into the UFCW Pension Plan in accordance with pension legislation, shall have those employer contributions made to the Employee Benefit Plan.

Add New: Section 19.19 – Interpretation Guide Manual

Add New:

All agreed interpretations shall be “With Prejudice” and be available for reliance purposes in arbitration hearings. Disputed interpretations shall be referred to expedited arbitration for resolution.

Section 24.05 – Grievance Procedure

Delete as follows:

~~The parties, by mutual agreement, may invoke Section 103 of the British Columbia Labour Code to facilitate the settling of Grievances. Section 103 of the British Columbia Labour Code states as follows:~~

~~"Where a Collective Agreement contains the following provision:~~

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

~~A. Investigate the difference;~~

~~B. Define the issue in the difference; and~~

~~C. Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.~~

~~The Minister of Finance, on the Minister's requisition, shall pay out of the Consolidated Revenue Fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute."~~

Section 25 – Board of Arbitration

Maintain existing language, and New Section:

Add New Section 25.02 (Reorder section 25 accordingly)

Arbitration Procedure

This Section applies to interpretation grievances or grievances regarding the discharge of an employee

- (b) Any interpretation grievance or grievance regarding the discharge of an employee which has been processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of up to three (3) potential arbitrators.

The other party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the Employer shall, within fifteen (15) working days of notification being received by the other party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party pursuant to Section 86 of the Labour Relations Code of British Columbia to appoint an arbitrator.

- (b) The arbitrator shall be requested to render a decision within a period of one (1) month following their appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- (c) The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- (d) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

Section 25.04 – Board of Arbitration

Amend as follows:

~~Vince Ready~~, **Ken Saunders**, Colin Taylor and Chris Sullivan (or any other individual agreed by the parties) ~~shall~~ **may** be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks notice of a grievance being referred.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been

exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.

3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non- precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party
7. The parties shall develop other procedures or guidelines as necessary.

Section 26 – Expiration and Renewal

Amend as follows:

This Agreement shall be for the period from and including April 1, 2013-2023, to and including March 31, 2023-2028, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding March 31, 2023-2028, or any subsequent anniversary date thereafter to:

- A. Terminate this Agreement, in writing, effective March 31, 2023-2028, or any subsequent anniversary thereof,
- B. Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to Section 22.01 (B) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

1. The Union gives notice of strike in compliance with the Labour Code of British Columbia, or
2. The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

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

26.02 Bargaining Protocol

It is agreed that the Union shall within the four (4) months immediately preceding ~~March 31, 2023~~ **March 31, 2028**, only deliver notice pursuant to Section 22.01 (B) of the Collective Agreement for employees within either the Zone 1 Bargaining Unit or the Zone 2 Bargaining Unit, but not both. The Union and the Employer agree that amendments negotiated for employees within the one Bargaining Unit shall apply to employees in the other Bargaining Unit. It is agreed that both Bargaining Units will never be struck or locked out at the same time during any Collective Bargaining to conclude a revision or renewal of this Agreement.

The Union will notify the Employer within one (1) year but not less than six (6) months prior to the expiry of the Collective Bargaining Agreement as to which Bargaining Unit Zone the Union intends to bargain. The remaining Bargaining Unit Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

The Employer agrees that in the event of a strike or lock-out no management exclusions from the *other* bargaining unit may work in the struck or locked-out area.

NEW - LETTER OF UNDERSTANDING #XX (re-number) – Basic Work Week - Modified schedule

RE: 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 containing at least one (1) of the following options:

- a) four (4) shifts per week, ten (10) hours per shift**
- b) (4) shifts per week, nine (9) hours per shift.**

The sub-committee will meet within ninety (90) days of ratification of the collective agreement.

Pending agreement between the parties, the sub-committee may implement the modified work schedule pilot in a minimum of five (5) stores within one year after ratification of the collective agreement.

The Parties agree that modified terms of the collective agreement may be necessary for operation of the modified work schedule pilot project.

Either party may terminate the pilot by providing at least sixty (60) days' notice to the other party and impacted employees.

NEW - LETTER OF UNDERSTANDING #XX (re-number) – New Store Concepts

Consistent with Section 9.01(8), for stores with full concept departments, including Sunwood Square and Park and Tilford upon completion will have the following additional structure shall apply when such concept department is implemented.

1. **Exclusions: 3rd Assistant Store Manager, (E-Commerce Fulfillment Centre), Head Chef**
2. **Key personnel: Department Managers: Floral, Seafood, Ecommerce, Cake Centre, Team Lead Ecommerce (3). The Employer agrees not to add the 3rd Team Lead in Ecommerce until required for the launch of the fulfillment centre. Assistant Department Manager: Seafood**
3. **Specialists: Certified Holistic Nutritionist (1 FT, 1 PT), Cheese, Bakery Fresh, Meat Demo. Rate of pay shall follow the Team Lead wage scale. If programs are discontinued, then the specialists will merge into cross-classification with their seniority.**
4. **Sous Chefs & Chef de Partie: The employer will consult with the union on rates of pay for the sous chefs and chef de partie positions.**

Should the Employer open other stores that have a new concept that is a different size and/or offering, they will advise the union and meet to discuss terms.

LETTER OF UNDERSTANDING #1 – Letter Between the Parties – Settlement Principles

Delete

LETTER OF UNDERSTANDING #2 – Annual Financial Review

Delete

LETTER OF UNDERSTANDING #3 – Re-Opening

Renew and amend as follows:

The Union and the Employer agree as follows:

1. **Within six (6) months immediately preceding March 31, 2026, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement.**
2. **If the parties are unable to agree on what if any changes the collective agreement are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.**

3. The parties will agree to the appointment of the interest arbitrator.
4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.
5. The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests raised in 2012/2013 bargaining.
6. The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement which is March 31, ~~2023~~ **2028**. Subject to what the Parties agree to at the first full re-opener in ~~2048~~ **2026**, there shall be additional full re-openers prior to March 31, ~~2023~~ **2028** upon request by either party.

LETTER OF UNDERSTANDING #4 – No More Grid A Promotions and 4000+ Grid B Employees

Renew

LETTER OF UNDERSTANDING #5 – Joint Union/Management Quarterly Reviews

Renew

LETTER OF UNDERSTANDING #6 – Interpretation Guide Manual

Moved language to New Section 19.19, delete LOU.

LETTER OF UNDERSTANDING #7 – New Banners

Renew

LETTER OF UNDERSTANDING #8 – Customer Service Program

Renew

LETTER OF UNDERSTANDING #9 – Simplify CBA

Renew

LETTER OF UNDERSTANDING #10 – Conversions to Save-On-Foods

Delete

Note: This is a housekeeping change as this was for stores acquired between 2013 and 2023.

LETTER OF UNDERSTANDING #11 – Voluntary Severance

Renew

LETTER OF UNDERSTANDING #12 – Re: Job Security Guarantee

Renew

LETTER OF UNDERSTANDING #13 – Replacement Stores

Renew

LETTER OF UNDERSTANDING #14 – Movement between Banners

Renew

LETTER OF UNDERSTANDING #15 – Joint Diversity

Renew and amend to include;

Effective the first Sunday After Ratification 2023, The Employer shall receive a \$0.02 contribution holiday.

LETTER OF UNDERSTANDING #16 – Meat and Deli Departments

Delete.

[MOS ONLY] Should any unintended impact occur to existing employees who are Meat Cutters, Meat Wrappers or Meat/Deli/Seafood Clerks employed at ratification 2013 (March 23, 2013) who have opted out of cross classification work, the parties agree to meet to address.

LETTER OF UNDERSTANDING #17 – Apprenticeship Program

Delete.

[MOS ONLY]: The parties agree that LOU #17 has not changed since at least prior to 1989 negotiations. The parties agree to meet to discuss an Apprenticeship Program should the need to arise.

LETTER OF UNDERSTANDING #18 – Script Care

Renew

LETTER OF UNDERSTANDING #19 – Regulated Pharmacy Technicians

Amend, move to section 10.06.

LETTER OF UNDERSTANDING #20 – Conversion Store Transition Matters

Renew

LETTER OF UNDERSTANDING #21 – Acquisition of Convenience and Drug Stores

Delete

LETTER OF UNDERSTANDING #22 – Financial Commitment

Delete

LETTER OF UNDERSTANDING #23 – Pharmacy Pool Pilot

Delete

LETTER OF UNDERSTANDING #24 – Retail Trainers

Renew

LETTER OF UNDERSTANDING #25 – Management Trainee and Team Lead/Assistant Department Manager Wage Scale

Moved relevant language to Section 6.09.

Delete

Agreement Between the Parties

RE: New Banners (Acquisition of Non-Union Stores and Banners)

Amend as follows:

During collective bargaining for the ~~2020 mid-contract re-opener~~, the Employer indicated that it may wish to explore the opportunity to acquire and operate non-union stores and banners, **including grocery stores, convenience stores, drug stores and/or pharmacies.**

While the parties discussed changes to LOU #7 in bargaining, ultimately the parties did not reach agreement on changes to LOU #7. However, the Parties did reach an agreement that notwithstanding LOU#7, and notwithstanding and without prejudice to either party's position with respect to the Union's bargaining agency under this collective agreement or any other collective agreement:

1. Subject only to paragraph 3 below, LOU#7 and the Union's bargaining agency under this collective agreement or any other collective agreement shall not apply to:
 - a. any stores and/or banners that:
 - i. are acquired by the Employer ~~prior to December 31, 2028~~ from the Jim Pattison Group or any associated, related, or affiliated entity, structure, division or related, associated, or affiliated company thereof (collectively "JPG"), provided that the ~~banner(s) under which the~~ acquired stores ~~operate~~, were owned or operated by JPG;
 - ii. are acquired by the Employer **December 31, 2028** ~~before March 31, 2023~~, from any person or entity other than JPG
(collectively "Acquired Stores");
 - b. any new store(s) opened and/or operated by the Employer under an Acquired Store's name and/or banner name ("New Stores");
 - c. any Acquired Stores or New Stores that the Employer changes the name of, rebrands, or combines with other Acquired Stores or New Stores. ~~before or after March 31, 2023, as long as the Acquired Stores or New Stores continue to operate under a banner that was acquired by the Employer on or before March 31, 2023 or was a banner owned or operated by JPG on or before March 31, 2023.~~
2. Acquired Stores and New Stores shall be and continue to be non-union ~~after March 31, 2023~~, unless and until the Union obtains representational rights for those employees. The Union agrees that the only way it will seek representational rights for those employees are as follows:
 - (a) Obtaining sufficient support from those employees for an application under the *Labour Relations Code*;
 - (b) An application under section 35 of the Labour Relations Code, in the

event that an Acquired Store or New Store was a unionized store immediately prior to the acquisition or opening; or

- (c) Voluntary recognition by a means other than LOU#7 or any other rights of recognition found in this collective agreement or any other collective agreement.
- (d) **The parties agree at the time the Employer acquires any new stores they shall meet with the Union to discuss the opportunity to convert acquired stores to a unionized banner outlined in pt 3 of this letter.**

For clarity, nothing in this Letter Agreement shall in any way prevent the Employer from defending any application made by the Union under paragraph 2(a) or 2(b). For further clarity, nothing in this Letter Agreement extinguishes the Union's right to continue to represent the employees at a store under a unionized banner if the Employer converts that store to a different banner.

3. If the Employer changes the name of an Acquired Store or New Store to a unionized banner, (e.g. Save-On-Foods, PriceSmart Foods, Urban Fare, Cooper's Foods, Bulkley Valley Wholesale), the collective agreement for that banner shall apply to the Acquired Store or New Store where the name has been so changed, but not to any other Acquired Stores or New Stores where the name has not been so changed. **The Employer commits to converting a minimum of five (5) stores and up to fifteen (15) stores to a unionized banner named in this paragraph prior to December 31, 2028.**
4. The acquisition of an Acquired Store and the opening of a New Store that is in close proximity, **including convenience stores, drug stores and pharmacies** to a Save-On-Foods store shall constitute a proximity event under Letter of Understanding #12 – Job Security Guarantee.
5. The Employer remains committed to growing its primary banner Save-On-Foods. The Employer agrees that it will not grow non-union banner stores while reducing Save-On-Foods stores from the number that exist as of the date of this Letter Agreement (~~445~~) **(118)** except due to circumstances outside of the Employer's control. Examples of circumstances outside of the Employer's control include but are not limited to: a lessor decides to terminate or not renew a lease agreement with the Employer, or a natural disaster occurs that requires the store to close. Arbitrator Chris Sullivan, or another arbitrator mutually agreed to by the parties, has jurisdiction to determine whether a Save-On-Foods store is closed due to circumstances outside of the Employer's control.
6. No bargaining unit work or department covered by any of the Union's collective agreements with the Employer will be taken out of and transferred to an Acquired Store or New Store.
7. This agreement does not limit, in any manner, the Union's right to seek to organize non-union employees at Acquired Stores or New Stores.
8. The Parties can rely on this binding Letter Agreement in any proceeding, including but not limited to arbitration and labour relations board proceedings. Without limiting the foregoing, the Employer has the right to rely on this agreement if the Union were

Memorandum of Settlement 2023 (E. & O.E.)

to ever seek to assert representational rights under this collective agreement, including LOU #7, or any other collective agreement, for the Acquired Stores or New Stores.

9. The parties expressly agree that this Letter Agreement is binding on the parties beyond March 31, 2023 **and shall continue to be reviewed by the parties upon expiry of any timelines outlined in this letter.**

-END-