

MEMORANDUM OF AGREEMENT

Between

PriceSmart Foods, a division of Pattison Food Group Ltd.

(the “Employer”)

and

United Food and Commercial Workers Union, Local 1518

(the “Union”)

The Union and Employer agree the following shall amend the current Collective Agreement, subject to ratification of the Union’s and Employer’s principals. The Union and the Employer agree to recommend this Agreement to their respective principals.

The effective date for any changes to the Collective Agreement will be the Sunday after ratification of this Agreement unless a specific effective date has been prescribed for in a Collective Agreement change.

WHEREAS:

- A. The Parties are currently bound to a Collective Agreement effective from April 1, 2022 through March 31, 2024 (the “Collective Agreement”).
- B. The Parties have engaged in collective bargaining to renew the Collective Agreement.

THEREFORE:

- 1. The Parties agree that the Collective Agreement is renewed for a term of two (2) years from April 1, 2024 to March 31, 2026 with the changes set out in the Memorandum of Agreement subject to the following conditions.
 - a. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties’ respective principles
 - b. The Parties agree to recommend this Memorandum of Agreement without reservation, to their respective principals. Each Party will conduct their ratification process of the Memorandum of Agreement no later than 15 days of the signing of this document.
- 2. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from the Sunday after ratification unless specified in writing elsewhere.
- 3. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 4. Any amendment to this Memorandum of Agreement must be confirmed in writing between the Parties.


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

Agreed to this 2nd of April, 2024, at New Westminster, British Columbia.

For the Union

For the Employer



Jason Frank, Union Representative

Ian Kato

Ian Kato, Director, Labour Relations

Helen Zhai

Helen Zhai, Bargaining Committee Member

Nicole Noel

Nicole Noel, Labour Relations Specialist

Brian Chan

Brian Chan, Bargaining Committee Member

Sara dreo

Sara Deo, Bargaining Committee Member

SECTION 1 – Bargaining Agency

1.02 Management Structure – AMEND as follows:

Exclusions (Per Store): Store Manager, up to two (2) Assistant Store Managers, Retail Managers (average 4 per store), Pharmacy Manager*, Pharmacists as required by the Employer
** Applies only if a Pharmacy exists in the store.*

Existing excluded Supervisors may elect to remain excluded under the same terms as they currently receive. Their job title will change to Retail Manager.

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

Key Personnel

Key Personnel are bargaining unit employees who have the title of Supervisor, Team Lead and Department Lead, and through attrition shall be limited to the following in each store:

- a) Supervisor (max 2 per store)
- b) Department Lead (max 8 per store)
- c) Team Lead (max 10 per store)

Chefs, Specialists, Cooks and Management Trainees are not considered key personnel, **and hours scheduled are not subject to claim.**

- i. Cook (max 4 per store)
- ii. Chef (max ~~5~~ **8** per store)
- iii. Specialist (max 8 per store)
- iv. Management Trainees (max 2 per store)

Increasing the number of key personnel and/or positions above during the life-of the Collective Agreement shall be through mutual agreement between the parties. Agreement will not be unreasonably withheld.

~~Chef, Specialist, Cook and Management Trainees are not considered key personnel.~~

Employees who transfer to PriceSmart Foods through the Equal Opportunity Posting (EOP) process, or to staff a new store from another banner (eg. Save-On-Foods, Urban Fare and Bulkley Valley Wholesale), shall maintain their company seniority. Once the employee transfers to PriceSmart Foods, the employee shall be covered by all of the terms of the PriceSmart Foods collective agreement.

The Employer may leave any of the above positions vacant.

Bargaining Unit Supervisors and Department Leads

Bargaining Unit Supervisors and Department Leads shall have the following terms:

1. Hours worked by Supervisors and Department Leads shall not be subject to claim.

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2. Supervisors and Department Leads shall be permitted to perform any duties within the store.
3. The Employer will phase in changes in adding Supervisors and/or Department Leads to stores so that no current employees will lose hours due to the implementation of the new structure.
4. These rates shall be reviewed by the Union and Employer on an annual basis.

Team Leads & Specialists

Team Leads & Specialists shall have the following terms:

1. Team Leads shall be permitted to perform any duties within the store.
2. Specialists shall perform duties assigned in their work area.
3. No current Team Leads or Specialists will be demoted or removed from their position as a result of the newly established store maximums.

Management Trainees

The parties recognize the need for stability and developmental positions in certain areas of the store. With that in mind the Employer may add Management Trainees (max 2 per store), unless agreed to otherwise.

Management trainees shall be introduced into stores under the following terms:

1. A Management Trainee position will be posted in-store and hours are not subject to claim. The Employer will phase in Management Trainees so that no current employees will lose hours due to the implementation of the new role.
2. ~~Management Trainees will only be selected from the PriceSmart Foods banner.~~
3. Management Trainees shall receive a premium of one dollar (\$1.00) per hour for all hours worked, up to a period of no longer than one (1) calendar year. At the conclusion of one year the Employer may opt that the Management Trainee return to their previous role or to a key personnel position if one is available in the PriceSmart Foods banner.
4. The Management Trainee will continue to advance steps in their current classification wage grid throughout the one (1) calendar year.

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 Employer is committed to placing a priority on selecting internal applicants from the PriceSmart Foods for all Key Personnel positions.

Key Personnel Promoted to Exclusions

When an employee in a “Key Personnel” position is promoted into an excluded management position with the Employer it is agreed that the employee will be considered to have taken a two (2) year leave of absence from the Contract Area. This leave of absence is granted one time only. In the event the employee elects to return to the Contract Area within the two (2) year leave of absence time period the Union and the Employer shall meet to determine where the employee will be returned, following the general principles outlined below:

- a) The parties will attempt a placement that provides the least impact on other Contract Area employees.
- b) The employee will be granted full *hire date of seniority as defined under Section 14* for the scheduling in hours when the employee is placed into a classification within a Contract Area.
- c) The parties will consider the employee’s request(s) with respect to which store(s) to examine.
- d) New Stores will be given first consideration, then the store where the employee is currently working, then the employee’s original Contract Area and lastly other stores where the employee worked with the Employer.

Step Down/Demotion Process

The following provision applies to all employees who hold a Key Personnel position:

Employees promoted to Key Personnel positions from within PriceSmart Foods, who either step down or are demoted shall remain in their existing location with full seniority.

Employees transferred from another banner into PriceSmart Foods, who either step down or are demoted, shall revert back to the group classification with their PriceSmart Foods seniority date and remain in their current store.

Alternatively, upon mutual agreement between the employee and the Employer, the employee may be placed in a store where there is minimal impact on employees' hours in the selected store, which may include a store from their previous banner.

~~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.~~

SECTION 4 – Growing Our Future

AMEND as follows:

Purpose

The purpose of the Growing Our Future Meeting is to encourage open and candid discussion on topics and issues that arise at store level, so that Shop Stewards, Team Members and Management can work collaboratively to find solutions and ideas on improving the workplace for everyone.

Guiding Principles

Both the Union and the Employer have agreed that by committing to the Shared Values and Goals we can foster a more collaborative working relationship at all levels, including between Shop Stewards and Management at store level.

Scope

These meetings are to encourage a positive working relationship between Shop Stewards, Management and all employees at store level that focuses on taking a proactive approach to solving current and potential issues.

While it is expected there may be times when the parties disagree, the discussion must be respectful and focus on the issue, not on judging the personalities.

Suggested Topics FOR Discussion:

- Sharing Ideas on Improving Customer Service/Growing Sales in the Store
- Solution-based discussion on any issues of concern that are raised
- Community Outreach by UFCW 1518 and/or OFG
- Management Update on Store and Company's Overall Performance
- Discussion on Contract Items (if there are questions on a specific area in the CBA)
- Topic of the Month (discuss Collective Agreement language on the specified Topic of the Month to be selected by a joint committee – see last page of this document)
- Appreciation and Recognition (identifying things that are going well and/or people that should be recognized and appreciated)
- Discussion on fair rotation of evening work when the store is open for business

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Topics NOT for Discussion:

- Changing the terms of the contract
- Grievances, Employee Specific Issues, Duty To Accommodates, Harassment Complaints and/or Specific Discipline Cases

Meeting Structure

The meeting structure is outlined below to ensure consistency in the process for each store:

- Meetings shall be held **monthly** in every store ~~on the second Tuesday or Wednesday of every month.~~
- Shop Stewards and Store Management will be scheduled to attend the meetings
- Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store
- Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation
- Union Representatives/LR Specialists are invited to attend the meetings
- 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)
- Follow up and follow through on commitments in a timely and respectful manner
- Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and OFG Head Office by the end of the following business day

**Please note, all members are encouraged to raise ideas, issues and concerns as they occur rather than wait for the meeting, so that matters can be addressed by both parties in a timely manner **

Communication

Meeting minutes are to be posted on the Union Board and Store Communications Board for all employees to read.

The participants of the committee are to develop a timeline of completion for any action items that arise out of the meeting.

Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.

Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process.

Should the employer open new PriceSmart Foods locations, the parties will meet to implement and monitor the roll out of Growing our Future meetings.

SECTION 5 – Time Off for Union Business - Union Representation

AMEND as follows:

5.01 The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula.

- (a) Not more than **two (2)** ~~one (1)~~ employee from any one Store. Where possible the employer will grant additional requests.
- (b) The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such leaves of absence.

SECTION 6 – Union's Recognition of Management's Rights

AMEND as follows:

6.01 The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the working force and the termination of employees for just or proper cause, are the sole rights and functions of the Employer. During the first four (4) calendar months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 15 and 16 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity, in accordance with Section 19.08. **Employer requests for probationary period extensions will not be unreasonably withheld.**

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 incompetence being processed under Sections 15 and 16 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. 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 in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

SECTION 9 – Hours of Work

9.01 Statutory Holidays: ADD National Day for Truth and Reconciliation

The following days shall be considered statutory holidays:

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

and all other public holidays proclaimed by Federal, Provincial or Municipal governments, provided that all other major grocery stores close 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 Section.

Employees required to work on a holiday shall be compensated at the rate of one and one-half times (1-1/2x) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours' minimum pay at the overtime rate for whatever time worked.

Part-time Employees: All part-time employees who have been employed thirty (30) calendar day or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which the statutory holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have worked less than ten (10) hours per week will receive Statutory Holiday pay as set out in the *Employment Standards Act*.

If an employee is eligible for pay for a statutory holiday while on Workers' Compensation or Weekly Indemnity (W.I.), the maximum amount of pay the

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employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of the employee's normal daily pay.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

By mutual agreement, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed re-scheduled statutory holidays will be scheduled with the employee's day off.

Deemed Time Worked: 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.

9.03 Posting of Schedules – AMEND as follows:

A weekly work master schedule will be posted by Saturday, ~~three (3)~~ **two (2)** weeks in advance. The Employer is required to make reasonable effort to ~~verbally~~ advise individual employees of the changes to the work schedule once it has been posted. The Employer will endeavour to schedule employees' days off together where possible, subject to the operational needs of the store.

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. A student must be notified on the day before of any change to their schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked.

Employees shall not work longer than their scheduled work day unless requested to do so by the Employer, in which case additional hours will be paid at the applicable rate of pay. It is understood that there shall be no flat scheduling.

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

9.16 Declaration of Availability: AMEND as follows:

Only employees who restrict to **thirty two (32)** ~~twenty-four (24)~~ or fewer hours per week shall have the option of submitting a Declaration of Availability. Employees must be available for at least eight (8) hours per week. These employees must be available for one late shift per week AND also have open availability on either Saturday or Sunday. This does not limit the number of weekend and/or late shifts an employee can be available for.

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Employees shall be required to work within their Declaration 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.

Employees shall have the option of submitting a Declaration of Availability five (5) times per calendar year, which includes submitting a Weekday Restriction.

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

All changes shall be effective the next posted schedule.

A late shift is defined as a shift ending less than two (2) hours before store closing.

Employees shall make their restriction(s) selection(s) and Declaration of Availability on a form provided by the Employer. The form shall be signed by Store Management and the Shop Steward and a copy shall be provided to the Union.

Students: Should any unintended impact occur to existing employees who are Students as a result of the removing this language, the parties agree to meet to address; however, increasing the number of availability changes per year to five (5) in section 9.15 should alleviate any impact.

9.17 New Work Model Guiding Principles – AMEND as follows:

1. To develop a new model for 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 classification) are not reduced as a result of more senior employees gaining more hours.
4. Provides the opportunity for employees to 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.
5. Confirm the need to keep some departments or classifications separate due to specific operational requirements.
6. Further to point 6 5, in the event the Employer introduces a new department or concept in consultation with the Union under the New Department language, the Employer may require the new classification or department to

remain as a separate classification/department.

~~7. Develop and implement a Joint Scheduling Review Committee to ensure timely resolution of issues that may arise.~~

9.19 Cross Department Scheduling – AMEND as follows:

There shall be three scheduling groups: Kitchen, Seafood and Food Clerk. Hours of work are scheduled by seniority within each group. Employees at ratification 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 subject to the provisions of Section 11. 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 effects of competitive forces against the store, technology, or changes in work operation that may impact employee hours.

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.

Regulated Pharmacy Technicians shall not participate in cross department work.

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

Cross Department Scheduling Support

~~The parties have agreed to move cautiously when transitioning to cross classification work in the ethnic and western Meat, Bakery, Produce, Deli, Front End, Grocery, Frozen, Dairy, Bulk and Health & Beauty departments in order to minimize unintended impact on employees. During this transition the parties shall monitor the implementation to ensure the interests shared and principles developed during bargaining are met. A scheduling committee shall be appointed by the Senior Leaders of both organizations to oversee this process and address any issues that may arise.~~

~~The Scheduling Committee will be guided by the principles agreed to during bargaining and find a resolve to each matter that may arise.~~

9.21 Night Work – AMEND as follows:

In the event that night stocking becomes necessary, the Parties shall meet to discuss its implementation. If night stocking is implemented, one employee on the night stocking shift shall

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be designated as Lead Hand and shall be paid a premium of fifty cents (\$0.50) per hour in addition to their regular rate of pay.

Should there be available hours of night (graveyard) work in a store the Employer shall post a notice to determine which employees are interested in performing night (graveyard) work. Employees may opt into a minimum two (2) month period of night (graveyard) work upon four (4) weeks' notice. In the event there is not a sufficient number of employees that opt into night (graveyard) work k. Employees may opt into a minimum two (2) month period of night (graveyard) work upon four (4) weeks' notice.

In the event there is not a sufficient number of employees that opt into night (graveyard) work the Employer shall be entitled to hire externally. 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 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.

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. The above shall be subject to emergencies as defined in Section 5.03 of this Agreement.

No Clerk shall be required to work alone on the premises on night shift. Senior employees whose years of service plus age equal seventy (70), may opt out of night stocking crew.

Shifts not commencing at 12:00 midnight or 11:30 pm shall start on or after 5:00 am (4:00 am in stores that have E-commerce Departments) and shall end before 12:00 midnight. An employee may request to start between 9:00 p.m. and 12:00 a.m.

All employees, including Key Personnel Clerks scheduled a night work shift shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular rate of pay.

SECTION 11 – Wages - Classification of Employees

DELETE Schedule of Wage Rates and **ADD NEW** as follows:

All wage increases shall be paid retroactively for all hours worked from June 1, 2022.

Wage Scale (Food Clerks, Restaurant Clerks, Pharmacy Assistants and Cooks)

Step (1040 Hours)	June 1, 2024
1	\$17.40
2	\$17.50
3	\$17.60
4	\$17.70
5	\$17.80
6	\$17.90
7	\$18.00
8	\$18.10
9	\$18.20
10	\$18.30
11	\$18.55
12	\$21.00

Employees shall “slide” across the wage scale, effective Sunday after ratification 2022. For example, an employee at \$16.15 with 4,500 experience hours at step 9 on the June 1, 2022 scale, shall slide across the wage scale with their 4,500 experience hours to \$16.90 at step 9. They shall progress to step 10 when their experience hours reach 4,681 hours. This process will apply to all wage scales in the Collective Agreement.

Effective Sunday after ratification 2024, all active non-JSG employees at top rate at time of payment (excluding Team Leaders, Specialists, Department Leaders, Supervisors and Chefs) shall receive a one-time \$300.00 lump sum payment.

Food Clerks, Restaurant Clerks, and Cooks at top rate at time of payment shall receive the following off scale increase:

First Sunday of June 2025 2%

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Wage Increases

Team Lead/Specialist

Step	Hours		Pre-ratification	23-Oct-22	01-Jun-23	01-Jun-24
1	0	1040	\$16.50	\$17.75	\$17.75	\$18.00
2	1041	2080	\$16.75	\$18.00	\$18.00	\$18.25
3	2081	3120	\$17.00	\$18.25	\$18.25	\$18.50
4	3121	4160	\$17.25	\$18.50	\$18.50	\$19.00
5	4161	5200	\$17.75	\$19.00	\$19.00	\$21.00
6	5201	6240	\$18.25	\$21.00	\$21.00	\$22.75
7	6241	7280	\$18.75	\$22.50	\$22.75	
8	7281	8320	\$19.25			
9	8321+		\$22.00			

Team Leads and Specialists at top rate at time of payment shall receive the following off scale increases:

First Sunday of June 2024 \$0.60
First Sunday of June 2025 \$0.60

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Department Lead/Supervisor

Step	Hours		23-Oct-22	01-Jun-23
1	0	1040	\$22.50	\$22.50
2	1041	2080	\$22.75	\$22.75
3	2081	3120	\$23.00	\$23.00
4	3121	4160	\$23.50	\$23.50
5	4161	5200	\$24.00	\$24.00
6	5201	6240	\$24.50	\$24.75

Department Leads and Supervisors at top rate at time of payment shall receive the following off scale increases:

First Sunday of June 2024 \$0.60
First Sunday of June 2025 \$0.60

Chef

Step	Hours		Pre-ratification	23-Oct-22	01-Jun-23
1	0	1040	\$18.00	\$18.50	\$18.75
2	1041	2080	\$18.75	\$19.00	\$19.25
3	2081	3120	\$19.00	\$19.50	\$19.75
4	3121	4160	\$19.25	\$20.00	\$20.25
5	4161	5200	\$19.75	\$20.50	\$20.75
6	5201	6240	\$20.25	\$22.00	\$22.25
7	6241	7280	\$20.75	\$24.50	\$24.75
8	7281	8320	\$21.25		
9	8321+		\$24.00		

Chefs at top rate at time of payment shall receive the following off scale increases:

First Sunday of June 2024 \$0.60
First Sunday of June 2025 \$0.60

Pharmacy Assistants – **AMEND** as follows:

~~Pharmacy Assistants hired after ratification 2022 to perform qualified pharmacy assistant duties shall be placed up to Step 26 on the 2022-2024 wage scale based on 11.09 Credit for Previous Experience and shall progress up the wage scale with each 520 hours worked.~~

Pharmacy Assistants will be required to have either a Pharmacy Assistant certification from a recognized educational institution, or two (2) years full-time equivalent experience in a dispensary as determined by the Employer. If qualified candidates are not available, the Employer can either canvass existing employees or hire a new employee who is willing to attain the appropriate certification or experience in a dispensary. An existing employee shall continue on the Wage Scale. Once qualified as determined by the Employer, their experience hours shall be **reset to place them on the Pharmacy Assistant wage scale at the next highest rate.** ~~set at up Step 26 of the 2022-2024 Wage Scale and shall progress up the Wage Scale with each 520 hours worked.~~

New Pharmacy Assistant Wage Scale:

STEPS	HOURS	SAR 2024
1	0 to 520	\$19.00
2	521 to 1040	\$19.25
3	1041 to 1560	\$19.50
4	1561 to 2080	\$19.75
5	2081 to 2600	\$20.00
6	2601 to 3120	\$20.50
7	3121 to 3640	\$21.50
8	3641 to 4160	\$22.00
9	4161 to 4680	\$22.50
10	Over 4680	\$23.00

13.07 Pension Plan – AMEND as follows:

Effective December 30, 2001, the Employer agrees to participate in the UFCW Industry Pension Plan and Trust Fund.

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.

Pension Contributions over the age of 71:

Divert employers' contributions to members over the age of 71 to the Health and Welfare Trust.

The Employer and Union agree to the schedule of Employer contribution rates connected to plan benefit improvements provided by the Actuaries of the UFCW Pension Plan to the

Trustees. These recommendations were approved by the Trustees on September 8, 2023.

In the unlikely event the Plan is required to make adjustments to meet regulatory funding requirements, it is agreed by the parties that the Employer contributions for any given year (the “recommendations approved by the Trustees” referred to in the language above) shall not be decreased in any year without the benefit improvements being implemented for that year.

~~The Employer shall make contributions to the Plan on the basis of the percentage of earnings, set forth below, of each participating employee. The percentage applicable shall be as follows:~~

Effective Date	Percentage
Last Sunday of 2015	9.25%
Last Sunday of 2016	9.50%
Last Sunday of 2017	9.75%
Last Sunday of 2018	10.00%
Last Sunday of 2019	10.25%
Last Sunday of 2020	10.50%
Last Sunday of 2021	10.75%

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 8.00%.~~

Furthermore, it is agreed that the following contributions shall be made to the Plan and Trust, by each employee, a percentage of their earnings received from the Employer. The percentage applicable to each employee shall be as follows:

Age at Last BirthdayPercentage

Less than 30 years	Nil
30 or more but less than 40 years	one percent (1%)
40 or more but less than 50 years	two percent (2%)
50 years or more	three percent (3%)

Contributions by participating employees shall be made by payroll deduction.

Changes in contribution by participating employees shall be effective from the first pay period following the date in which they become age 30, 40 and 50 respectively. Pay period shall mean

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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.

Contributions, along with a list of employees for whom they have been made and other relevant information, will be remitted by the Employer not later than twenty one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods.

13.08 Long-Term or Indefinite Joint Accommodation Committee – **AMEND** as follows:

~~An ongoing joint committee consisting of representatives of the Union and the Employer shall form a joint committee that~~ **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 at least monthly to discuss and resolve employee specific accommodation files.~~

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

~~Consciously review the Duty to Accommodate Protocol Agreement.~~

~~A. Share a synopsis on recent key legal issues pertaining to the duty to accommodate.~~

~~B. Revise the protocol agreement if necessary.~~

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

SECTION 21 – Expiration and Renewal – AMEND as follows:

21.01 This Agreement shall be for the period from and including ~~April 1, 2022~~ **April 1, 2024** to and including ~~March 31, 2024~~ **March 31, 2026** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding ~~March 31, 2024~~ **March 31, 2026** or any subsequent anniversary date thereafter to:

(a) Terminate this Agreement, in writing, effective ~~March 31, 2024~~ **March 31, 2026** or any subsequent anniversary thereof,

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- (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 (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:

- (i) The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

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

LETTER OF UNDERSTANDING #1- Health and Safety Education Fund - AMEND AND

RENEW:

The Employer agrees to contribute to the Health, Safety and Education Fund. ~~five cents (\$0.05) for each hour worked.~~

~~Effective Sunday After Award (SAA), Employer contributions shall increase to ten cents (\$0.10) for each hour worked.~~

~~Effective the first Sunday in September, 2012, Employer contributions shall increase to thirteen cents (\$0.13) for each hour worked.~~

~~Effective the first Sunday in September, 2013, Employer contributions shall increase to sixteen cents (\$0.16) for each hour worked.~~

Effective the first Sunday **after ratification 2024** ~~in September, 2014,~~ Employer contributions shall ~~be increase to~~ twenty cents (\$0.20) for each hour worked.

LETTER OF UNDERSTANDING #2 – Movement Between Banners - RENEW

This agreement shall apply in each banner of Save-On-Foods Limited Partnership where this Letter of Understanding has been ratified (or awarded).

The Employer and the Union shall meet after Ratification (or Award) of this Agreement to set out rules and procedures to facilitate the movement of employees from one banner to another.

This provision shall only be available to employees who are members of a Bargaining Unit.

An employee moving under this provision shall use their seniority date, both in the process of moving and for the scheduling of hours of work, in the store they move to. Once the employee moves to the other banner store, the employee shall be covered by all of the terms of that banner's collective agreement and will become a member of the Bargaining Unit covered by that collective agreement.

LETTER OF UNDERSTANDING #3 – Labour Continuity - RENEW

New and Replacement Stores – Ten Years Labour Peace as follows:

The Union and Employer agree that the following shall apply to all New and Replacement stores (including acquisitions) opened after ratification 2017.

The Parties agree that for ten years from the date of the opening of each New (including acquisitions) or Replacement store the following shall apply:

- a) The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;
- b) The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and
- c) The Union agrees not to picket at any stores that meet the requirements of this provision.

The Parties agree that this provision will be in full force for ten years at any New and Replacement (including acquisitions) store.

If in the future the Employer acquires stores the parties shall meet to develop a transition plan.

LETTER OF UNDERSTANDING #4 – Regulated Pharmacy Technician – EDIT AND RENEW

The Parties agree that the following guidelines will be used regarding the Regulated Pharmacy Technician classification.

- 1) Regulated Pharmacy Technicians are a separate classification. Employees must be properly licensed in accordance with Provincial regulations to fill this position.
- 2) The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in each pharmacy and will determine the status of needed position(s).

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- 3) In initially staffing the classification in a store the Employer will:
 - a) Offer the vacancy position(s) to internal applicants by way of in-store notice. The successful applicant(s) will be chosen based on Seniority.
 - b) In the event there isn't an in store applicant the position will be offered by notice in other PriceSmart Foods stores. The successful applicant(s) will be chosen based on Seniority.
 - c) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Employer will determine the initial status of these employees.
- 4) Once the initial staffing in each store is complete part time vacancies will be filled as per point 3 above, and fulltime vacancies will be posted in accordance with the job posting provisions of the collective agreement.
- 5) Internal reclassified Regulated Pharmacy Technicians will be subject to a 60 day trial period for
 - a) The employee to decide if they want the work, and
 - b) The Employer to determine if the employee is capable of performing the necessary duties.
- 6) Regulated Pharmacy Technician duties will be prescribed by the Provincial and other regulatory authorities. If there are any conflicts the Parties agree to meet to resolve.
- 7) The Employer will continue with the current practice with Pharmacist Interns and Pharmacist Students. Pharmacy Assistant hours will not be impacted by this practice.
- 8) The employer will grant internal Pharmacy Assistants a sum in the amount of five hundred dollars (\$500.00) once they have been selected by the Employer and reclassified as Regulated Pharmacy Technicians.
- 9) Regulated Pharmacy Technicians shall access the Employee Benefit Package.
- 10) Regulated Pharmacy Technician Wage Scale:

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Accumulated Hours Worked	
0-520	\$20.73
521-1040	\$20.98
1041-1560	\$21.23
1561-2080	\$21.48
2081-2600	\$21.73
2601-3120	\$21.98
3121-3640	\$22.23
3641-4160	\$22.48
4161-4680	\$22.73
4681-5200	\$23.53
5201-5720	\$24.23
Over 5720	\$25.20

~~Existing internal Pharmacy Assistants with less than 520 experience hours will have their career hours established at zero and placed on the Regulated 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.~~

LETTER OF UNDERSTANDING #5 – Voluntary Severance - RENEW

From time to time the Employer may decide to offer a voluntary severance payment to employees in certain stores and in certain classifications or pay grids.

The decision to offer or not offer such a payment, the maximum number of employees it will be offered to, the minimum number of employees required to accept it, and the amount of such payment, are at the sole discretion of the Employer and any offer made will be on a without prejudice basis. The Employer reserves the right to withdraw the offer if the designated minimum number of employees do not accept it.

If the Employer does determine that an offer is to be made, the full details of the offer will be provided to the eligible employees with a copy provided

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to the Union. It is understood that employees will be given a reasonable period of time to consider the offer and to seek advice on it as they deem appropriate.

Acceptance of the offer is strictly voluntary and employees accepting it will be required to terminate their employment.

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the collective agreement.

LETTER OF UNDERSTANDING #6 – Job Transfer of Save-On-Foods JSG Grid A Employees - DELETE

~~The Employer will reduce the number of employees identified as Job Security Guarantee (“JSG”) Grid A under the Save-On-Foods collective agreement at PriceSmart Foods #2274 Ackroyd and PriceSmart Foods #2281 Station Square.~~

~~The parties agree to the following steps to facilitate this transition:~~

- ~~1. A Voluntary Severance offer shall be made to JSG Grid A employees (excluding Pharmacy Assistants) at PriceSmart Foods #2274 Ackroyd and PriceSmart Foods #2281.~~
- ~~2. JSG Grid A employees excluded from transferring back to Save-On-Foods include Pharmacy Assistants, employees on long term disability, and employees who have special knowledge and skill related to Asian meat cutting.~~
- ~~3. All other JSG Grid A employees shall have the option to transfer to another Save-On-Foods location and will be provided with the following options:
 - ~~a) On a form provided by the Employer, employees must select, in order of preference, stores within Save-On-Foods BC to transfer to~~
 - ~~b) JSG Grid A employees will have forty five (45) days to return the form in point (a) once provided to the Employee.~~
 - ~~c) Transfers shall take place in Q1 2023 by seniority based on the order of employee preference~~
 - ~~d) Save-On-Foods BC stores accepting these transfers will only be required to absorb up to five percent (5%) of their current employee count, unless the parties mutually agree to~~~~

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~~absorb more than five percent (5%) in select stores~~

~~e) Save On Foods Garden City is a new store anticipated to open in Q1 2023. This new store can absorb more than 5% of the projected employee count (minimum of five (5) positions in addition to the pick and post formula)~~

~~f) Within thirty (30) days of ratification, the parties agree to form a joint committee to facilitate the smooth placement and transfer of employees considering points (a) to (e) above.~~

~~g) JSG Grid A employees who transfer to Save On Foods shall receive a one-time lump sum of \$5,000.00.~~

~~Letter Between the Parties - DELETE~~

~~August 4, 2016~~

~~Donna Tremblay UFCW Local 1518
350 Columbia Street New Westminster,
B.C. V3L 1A6~~

~~Dear Ms. Tremblay,~~

~~Re: Free Time and Failure to Report All Time Worked~~

~~This letter reflects the discussions of the parties at the bargaining table regarding "free timing" in the Restaurant and other areas of PriceSmart Foods stores.~~

~~The parties will meet to review and make relevant the January 24th, 2005 Vince Ready Free Timing and Failure to Report All Time Worked award and communique. In the event a dispute occurs the matter shall be referred to senior leaders of the Employer and Union who will be provided 5 business days to find a resolve to the issue before the matter is referred to Vince Ready or another arbitrator.~~

~~Once the terms of the award and communique are agreed to the Employer will translate this modified Joint Communique to Chinese and will distribute both the original and translated versions of the Communique to employees of PriceSmart Foods stores.~~

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Sincerely,

Eric Bourke

Manager, Labour Relations

PriceSmart Foods Bargaining – New Stores and Programs (in the MOS but not the CBA)

The Union has committed to support the growth plans for this banner including the support of any structural or pay changes in the same manner as the parties have done in SOF Sunwood.

Signature: Nicole Noel
Nicole Noel (Apr 3, 2024 10:21 PDT)
Email: nicole_noel@saveonfoods.com

Signature: Ian Kato
Ian Kato (Apr 3, 2024 12:44 PDT)
Email: ian_kato@saveonfoods.com

Signature: Helen Zhai
Helen Zhai (Apr 3, 2024 16:18 PDT)
Email: zhai_haiyong@hotmail.com

Signature: Brian Chan
Brian Chan (Apr 3, 2024 18:51 PDT)
Email: brian922@shaw.ca

Signature: Sara deo
Sara deo (Apr 3, 2024 19:06 PDT)
Email: swartikad@yahoo.com