

**Fair wages
with no
rollbacks**

**More
Full-Time
Jobs, More
Hours For
Part-Timers**

**Secure
And
Improve
Workers'
Benefit
Plans**

6

KEY SAFEWAY MEMBER BARGAINING PRIORITIES

**Safe
Workplaces
For All**

**Fair
Discounts
For
Workers**

**Job
Security &
End
Sobeys'
Anti-Union
Tactics**

 **fair
checkout.ca**

 **UFCW
local401**

Union Proposals for a Collective Bargaining Agreement

Between

UFCW LOCAL 401

- and –

SOBEYS CAPITAL INCORPORATED

*We reserve our right to add, alter, amend, or delete proposals.
Agreement on any issue is subject to an overall agreement.
Errors and omissions are excluded.*

Table of Contents

UP1 - WAGES AND BENEFITS	8
UP2– TERM AND POLITICAL ENVIRONMENT	9
UP3 - <i>NATIONAL DAY FOR TRUTH AND RECONCILIATION</i>	10
UP4 - COMMITMENT TO A LIVING WAGE	11
UP5 – MINIMUM WAGE.....	12
UP6 – WAGE INCREASE	13
UP7 – WAGE PROGRESSION	14
UP8 - REST PERIODS.....	15
UP9 – COURTESY CLERKS AND COFFEE BARS	16
UP10 – COST OF LIVING	17
UP 11 – PAY EQUITY AND WAGE REALIGNMENT	18
UP12 – CORPORATE RESPONSIBILITY	19
UP13 - SCHEDULING AND THE DISTRIBUTION OF HOURS	21
UP14 - WORKPLACE DIVERSITY	22
UP15 – MORE HOURS	23
UP16 – COMMITMENT TO SERVICE	24
UP17 – FULL-TIME OPPORTUNITIES.....	25
UP18 – FREE MENSTRUAL HYGIENE PRODUCTS.....	27
UP19 – DENTAL PLAN CONTRIBUTIONS.....	28
UP20 – HEALTH AND WELFARE PLAN	29

UP21 – RETIREMENT	30
UP22 – FACILITATING FULL-TIME TO PART-TIME TRANSITIONS FOR RETIREMENT PLANNING.....	31
UP23 – CONSISTENCY IN BENEFIT PROVISION	32
UP24 - MENTAL HEALTH.....	33
UP25 – EMPLOYEE ASSISTANCE PROGRAM	34
UP26 – HARASSMENT	35
UP27 - WORKER HEALTH, SAFETY, AND WELL-BEING.....	37
UP28 – UNION VOICE AND VISIBILITY AND RESPECT FOR THE BARGAINING AGENT	38
UP29 - COMMITMENT TO COMPLIANCE.....	39
UP30 - DIGNITY AND RESPECT	40
UP31 - FOOD SAFETY AND CUSTOMER PROTECTIONS	41
UP32 – SECURITY AND WELL-BEING OF EMPLOYEES.....	42
UP33 – THE WORKER IS RIGHT. SAFETY FROM BULLYING CUSTOMER BEHAVIOR.	43
UP34 – NO DISCRIMINATION	44
UP35 – ACCOMMODATION COMMITMENT AND SUPPORT	46
UP36 – UPDATED EMPLOYEE DISCOUNT PROGRAM.....	48
UP37 – SOBEYS/SAFEWAY GIFT CARD	49
UP38 - TRANSPARENCY AND HONESTY	51
UP39 - WITHOUT PREJUDICE	52
UP40 - JOB SECURITY	53
UP41 - FREEDOM OF EXPRESSION, ETHICS, AND CORPORATE RESPONSIBILITY.....	54

<u>UP42 – HONESTY AND PROHIBITION AGAINST ANTI-UNION CONDUCT.....</u>	<u>55</u>
<u>UP43 – VOLUNTARY RECOGNITION AND JOB SECURITY</u>	<u>56</u>
<u>UP44 – PROHIBITION AGAINST STORE CLOSURES OR REBRANDING</u>	<u>57</u>
<u>UP45 –SUPERSTORE CITY COLLECTIVE AGREEMENT</u>	<u>58</u>
<u>UP46 – HOUSEKEEPING</u>	<u>60</u>
<u>UP47 – UNREASONABLE AND UNFAIR COMPANY GRIEVANCES.....</u>	<u>61</u>
<u>UP48 – LETTERS OF UNDERSTANDING.....</u>	<u>62</u>
<u>UP49 – MEMBERSHIP CARD</u>	<u>63</u>
<u>UP50 – REPORTING LEAVE OF ABSENCE</u>	<u>64</u>
<u>UP51 – DEDUCTION OF UNION DUES</u>	<u>65</u>
<u>UP52 – PICKET LINES AND HOT GOODS</u>	<u>66</u>

UFCW Local 401 Member Priority Proposals for Collective Bargaining with Safeway.

- We are prepared to advance proposals for a new collective agreement. We demand and insist that the company give full, fair, and proper consideration to these proposals and not misrepresent them to anyone.
- Agreement on any issue is subject to agreement on a complete package.
- Proposals are advanced on a without prejudice basis to our interpretation of the Collective Agreement and without any prejudice to any litigation. We reserve the right to add, amend, or alter proposals. We insist upon “full and frank” discussion around the issues and authentic bargaining in good faith.
- Today, we advance the following initial springboard proposals to fairly give the company a sense for some primary and preliminary concerns of focus. This list or compendium is not exhaustive but will hopefully get the dialogue going in a candid and direct manner.
- Any tentative agreement would be subject to ratification by our members, and we request that the Company forthwith advise of their ratification procedure.
- Our members have many priorities as the nature and character of the workplace has changed significantly and workers face an affordability crisis. Nonetheless, for the purpose of this process we propose the following:

Fair Wages

WAGE INCREASES MUST APPLY TO ALL
SAFEWAY WORKERS AND HELP MAKE
LIFE MORE AFFORDABLE.

NO WAGE SHOULD BE ROLLED BACK,
AND THERE SHOULD BE NO
TAKEAWAYS OR CONCESSIONS.



*These are general descriptions of priorities; specific proposals are
outlined in the Union's proposal package*

UP1 - Wages and Benefits

Wages and Benefits

Proposal: Wages and benefits ought not to be set aside but should continuously be part of the focus of negotiators. They will always be the elephant in the room.

Notwithstanding any other proposals, an immediate restoration of wage losses should occur, even before an overall agreement is concluded. There is an affordability crisis.

Wage progressions must improve. All benefits must be properly funded.

UP2– Term and Political Environment

The parties acknowledge that the social, political, and economic environment has become and continues to be volatile. As such, this agreement shall expire no later than September 1, 2027.

UP3 - National Day for Truth and Reconciliation

National Day for Truth and Reconciliation

Proposal: Real recognition as a paid holiday in the Collective Agreement.

UP4 - Commitment to a Living Wage

Commitment to a Living Wage

Proposal: Notwithstanding any other proposal or contract provision the employer agrees to, the employer agrees to ensure that no full-time employee or senior part-time employee with more than five years of service shall receive less than a living wage. For the purposes of this proposal, a living wage shall be considered \$24 per hour in 2025, \$25 per hour in 2026, and \$27 per hour for the remainder of the collective agreement effective in 2027. Term is negotiable but three years is preferable.

UP5 – Minimum Wage

The company agrees that it will increase all pay scales in accordance with any increase to the provincial minimum wage.

UP6 – Wage Increase

The company shall increase all pay scales by 10% for all classifications and scales for each year of the collective agreement.

UP7 – Wage Progression

The Union wishes to discuss

The company:

- Shall remove the first 5000-hours increments in the CBA for the March 2015 pay grid, giving full credit for all hours worked. (Retail, Northern and Southern Meats)
- Shall remove the first 2500-hours increments in the CBA for the Pharmacy Assistant – post – February 26, 2008 and registered pharmacy technicians scale, giving full credit for all hours worked.
- All start rates should be a minimum of \$17 an hour

UP8 - Rest Periods

Rest Periods

Proposal: In recognition of the heightened workloads and increased workplace anxiety, employee rest periods shall be twenty minutes in duration. Further rationale for this proposal is nested in an aging workforce and demands upon them at work.

UP9 – Courtesy Clerks and Coffee Bars

The company shall move all union members who are courtesy clerks or coffee bar servers to the sales/service clerk scale with full credit for all hours worked.

UP10 – Cost of Living

The Company shall provide a yearly cost of living increase February 1 of each year based on the Canadian Consumer Price index.

UP 11 – Pay Equity and Wage Realignment

Union wishes to discuss:

- The Company shall move all pre-2003 cashiers, bakery clerks, floral clerks, variety clerks, meat clerks, fish clerks, deli clerks and Chinese kitchen cooks to the top pre-2003 general clerk scale.
- The Company shall move all floral operators, head file maintenance, coffee bar operator and variety operators to the head cashier (pre-June 21st, 2003) scale.
- The Company shall give the head meat cutter, assistant head meat cutter, deli manager, assistant deli manager, fish department manager, Chinese kitchen manager a harmonized scale with the north and south for the greater rate of pay.

UP12 – Corporate Responsibility

The Company acknowledges and agrees that it has a responsibility to the community, its customers, and its employees.

The Company shall not act with greed but shall reasonably temper its profit expectations so as to ensure that the prices of its products are reasonable. The Company further agrees that paying fair wages and other forms of compensation are key elements of sustainable and ethical business practices.

The Company will make every effort to manage its prices so employees can afford to shop where they work and so that customers are not alienated.

The Company acknowledges its responsibility as a corporate citizen to do all it can to mitigate food insecurity in society and to mitigate wherever possible the impact of inflation on the community, its customers, and its employees.

The Company shall not contribute in any way to the phenomenon of greedflation and again shall temper its conduct so as to not engage in excessive profiteering. The Company understands that the success of the business, the well-being of its employees, and the satisfaction of its customers is dependent on reasonable prices.

In addition to the foregoing, the Company agrees to manage its business and schedule employee hours in order to provide superior customer service and distinguish itself as a high service retailer.

More Full-Time Jobs, More Hours

SAFEWAY WORKERS NEED MORE
FULL-TIME JOB OPPORTUNITIES AND
MORE HOURS FOR
PART-TIME EMPLOYEES.



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP13 - Scheduling and the Distribution of Hours

Scheduling and the Distribution of Hours

Proposal: Hours drive income. Predictable schedules are critical to ensure lives can be lived. Access to full time jobs must be ensured. The union proposes to discuss ways to improve the scheduling and distribution of hours and requests that the company take the issue very seriously.

UP14 - Workplace Diversity

Workplace Diversity

Proposal: The world is a different place and workers are different people. Differences and diversity are characteristic of a changing world and workforce. Everything from sick time to bereavement leave, schedules to workloads, and anything in between can be an issue. The employer agrees that flexibility and fairness are required in applying the collective agreement and in exercising management rights. One size does not fit all, and equity and fairness must be key principles applied by the company.

UP15 – More Hours

The Company acknowledges the need and desire of its part-time employees to receive more hours to meet their economic needs. Caps on hours shall be eliminated, and employees will receive the most available hours in their department classification by seniority.

UP16 – Commitment to Service

The Company agrees to ensure a service-oriented culture in its stores and to maximize the number of hours available to employees and the presence of staff. Specifically, and without restricting the generality of the foregoing, the Company shall ensure that at least three cashiers are on check stands for the first two hours after the store opening and the last two hours before closing. The Company agrees to maximize investment in its existing conventional stores and agrees that service distinguishes these stores from discount operations.

UP17 – Full-time Opportunities

The Union wishes to discuss

- Lifting the cap on the number of full-time positions. Lifting the cap on unrestricted employees, drive hours upwards and rewards commitment so that more full-time jobs can be achieved.
- Allowing people to pick up shifts, work hours in other departments and stores more freely, while still respecting seniority.
- The Company agrees to remove restrictions that require employees transferring between departments to step down from full-time to part-time, which limits part-time employees who have requested full-time employment from obtaining a full-time position in another department (for instance, front-end part-time employees seeking full-time employment as a general clerk). The Company shall post all full-time vacancies in the store. The Company agrees to offer all full-time vacancies to the most senior employee. The Company further agrees it will not hire external applicants until exhausting the complete list of applicants for transfers and full-time. All employees who transfer from one department to another will be granted a 200-hour training period with a right to revert to their former position.
- The Company agrees to transfer employees within one year of their request to the location(s) of their preference. The Company shall not hire new employees in locations where existing transfer requests exist.
- Company initiated transfers shall be by mutual agreement.

Secure And Improve Workers' Benefit Plans

SAFEWAY WORKERS DESERVE MENTAL HEALTH SUPPORT, ENHANCED DENTAL COVERAGE, AND PROTECTED BENEFITS. PART-TIME AND FULL-TIME BENEFITS MUST BE RECONCILED AND ALIGN WITH WORKERS' NEEDS. BUYOUTS AND IMPROVED RETIREMENT BENEFITS ARE ALSO ESSENTIAL.



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP18 – Free Menstrual Hygiene Products

The Company shall provide free and easily accessible menstrual hygiene products in all staff washrooms, ensuring they meet the diverse needs of its employees.

UP19 – Dental Plan Contributions

The Company shall immediately fund both dental plans and increase funding as is necessary so as to meet the 2024 Alberta Dental Association fee guide and future fee guides. In addition, the Company commits to meeting the economic needs of all of its dental benefit plans so that no benefit is ever reduced in any way. This will include an \$0.08 an hour increase at the Date of Ratification and an additional \$0.02 increase each year.

UP20 – Health and Welfare Plan

Further, the Company commits to meet the economic needs of all of its Health and Welfare benefit plan so that no benefit is ever reduced in any way. The Company shall immediately increase funding to the Part-time Health and Welfare Plan by \$0.05 an hour at the Date of Ratification.

UP21 – Retirement

Employees wishing to retire shall receive a retirement bonus of \$1,000 for each year of service.

UP22 – Facilitating Full-Time to Part-Time Transitions for Retirement Planning

Pursuant to this collective agreement, the Company is committed to facilitating movement from full-time to part-time for employees who wish to ultimately transition to retirement.

LOU #14 from the northern meats contract to be moved into the collective agreement and applicable to all collective agreements.

UP23 – Consistency in Benefit Provision

The Company agrees to provide benefit provisions to ensure that both full and part-time employees enjoy the same benefits at a standard equivalent to the highest level between the two systems.

The Company agrees to eliminate all caps on prescription benefits.

UP24 - Mental Health

Mental Health

Proposal: Safeway employees are suffering. The company's failure to provide a safe and comfortable environment has heightened employee anxieties. Further, rolling wages back, dishonest communications, and manipulation have confused workers during an affordability crisis. The company needs to articulate and particularize a fair and proper mental health program and codify that program in the collective agreement. The cost of the program must be borne by the employer as it has a duty to provide a healthy, safe, and comfortable working environment. It is a grand irony that a store called "Safeway" can feel so unsafe and generate so much anxiety.

UP25 – Employee Assistance Program

LOU 30 Employee Assistance Program- Increase the maximum allowable mental health benefits to unlimited mental healthcare coverage.

The Company agrees to allow employees to use their accumulated sick time for personal or mental health reasons.

UP26 – Harassment

Add to all collective agreements

Employees have the right to be free from Harassment, also including but not limited to: acts of bullying, intimidation, verbal abuse, discrimination, and violent behaviour.

There will be no tolerance for harassing conduct. The Company will not tolerate harassing conduct that interferes with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. The Company is committed to treating people with dignity and respect in the workplace. The Company will not tolerate retaliatory acts against those who, in good faith, provide information, participate in an investigation, or lodge a harassment complaint.

Safe Workplaces For All

SAFEWAY WORKERS
DESERVE A SAFER
WORKPLACE ENVIRONMENT
WHERE WORKERS FEEL
PROTECTED, SECURE, AND
COMFORTABLE.



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP27 - Worker Health, Safety, and Well-Being

Worker Health, Safety, and Well-Being

Proposal: The employer shall make a commitment to protecting its employees through any current or future public health crisis. An employer-funded program making RSV, Pneumonia, Flu, and COVID-19 vaccines available to those who want to avail themselves of such vaccines at no cost to employees.

UP28 – Union Voice and Visibility and Respect for the Bargaining Agent

Union Voice and Visibility and Respect for the Bargaining Agent

Proposals: Introduction of electronic bulletin boards. Local 401 can replace existing union boards with electronic boards at its discretion.

Amend bulletin board language to ensure no employer veto, interference, or censorship.

Immediate restoration of the Walking Steward Program with employer funding with retroactive funding to Local 401 for lost Walking Steward funding. Implementation should be immediate as the program is critical to collective bargaining and employee mental health.

UP29 - Commitment to Compliance

Commitment to Compliance

Proposal: The employer agrees to fully comply with the Collective Agreement. Failure to comply delegitimizes the union and, if that occurs, arbitrators will be required to award the union significant damages for loss of reputation or bringing views of the effectiveness of the union into disrepute.

UP30 - Dignity and Respect

Dignity and Respect

Proposal: In every circumstance, the company shall treat every employee with dignity and respect and demonstrate leadership and initiative when employee circumstances demand flexibility and compassion.

UP31 - Food Safety and Customer Protections

Food Safety and Customer Protections

Proposal: The employer's commitment to food safety shall be absolute. Customers and the public must be protected. Employees will receive comprehensive and ongoing training in this area. Hours of work will be generously and liberally provided to workers so that food safety can receive their full attention without feeling the pressure of production demands. Food safety must be the priority.

UP32 – Security and Well-Being of Employees

The Company agrees to immediately comply with the relevant provisions in the collective agreement and to fully acquiesce to the union's grievance on this matter.

The Company will provide use of defibrillators, (AED's) on site in a visible space. Training for AED's as per the recommended standard in the Occupational Health & Safety Regulations.

The Company will provide 10 paid days of leave for instances of domestic violence.

The Company will provide 1 week paid bereavement leave of absence for siblings.

UP33 – The Worker is Right. Safety from Bullying Customer Behavior.

The Company will stop its practice of rewarding bad customers with gift cards and will instead provide a bad customer premium of \$100 to every employee who has to deal with an abusive, angry or aggressive customer.

UP34 – No Discrimination

The Union suggest this become its own clause in the CBA.

- 18.3 (a) Discrimination/Intimidation Employees will not be subject to intimidation by the store Management as a result of exercising their legitimate rights under the Collective Agreement.

No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Labour Relations and Human Resources Managers, and a full investigation by the parties will follow.

The Employer and the Union endorse the principles contained in the Alberta Human Rights Act.

- (b) **The Company will maintain the confidentiality and privacy of transgender and LGBTQ2S+ employees' health information and identities. Any documentation or communication related to gender-affirming care, sexual orientation, or related health benefits shall be handled with sensitivity and discretion.**

- (c) **Transgender Workers**

If any employee is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request, the Company and the employee will mutually agree on:

- a. A way to notify co-workers of the worker's status or transition, if the employee so desires the transition to be known.**
 - b. The Company's encouragement of other employees to speak or refer to transgender workers by the names they choose and the pronouns they identify. The Company will make reasonable efforts to use preferred names and pronouns, including on name tags, unless otherwise legally required.**
- (d) **The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible that does not cause an undue hardship to the Company. Employees seeking an accommodation should contact their Manager**

or Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will also consider requests for reasonable accommodations based on any of the protected grounds under the employee's applicable human rights ion. The Company is committed to complying with applicable human rights legislation, and other applicable laws to ensure equal opportunity in employment.

- (e) The employer will maintain visible signage throughout the workplace specifically referencing that any abuse of employees will not be tolerated. The Union will approve all signage.

UP35 – Accommodation Commitment and Support

Accommodation Commitment and Supports

The Employer recognizes mental and physical disabilities as conditions that require accommodation under relevant Human Rights legislation.

The Employer further acknowledges the Duty to Accommodate and the important role of the Union in the accommodation process.

With consideration of the foregoing, the Employer shall involve the Union in all discussions in which accommodations are being sought, considered, presented, and/or (re-)evaluated.

Employees shall have the right to the presence of a Union Representative in meetings in which modified work and/or return to work programs are being discussed.

The Employer agrees that the burden of accommodation rests, first, with the Employer and that any burden, in any form whatsoever, borne by other members of the bargaining unit shall be on the basis that it is a last resort and only undertaken after the exhaustion of all other reasonable accommodation options.

In the case of an employee being off for sickness or accident, when said employee is able to return to work, the said employee shall be reinstated to their former position or similar position with all rights and conditions which they had formerly enjoyed.

Fair Discounts For Workers

SAFEWAY WORKERS DESERVE SIGNIFICANT AND STRAIGHTFORWARD STAFF DISCOUNTS AND BONUSES SO EMPLOYEES CAN AFFORD TO SHOP WHERE THEY WORK.



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP36 – Updated Employee Discount Program

The Company shall immediately amend its employee discount program to ensure that all employees receive a 25% discount on all items purchased with no limits. Employees shall receive a 50% discount on hot food, prepared meals and Starbucks (Coffee Bar) items purchased for personal consumption while on shift.

UP37 – Sobeys/Safeway Gift Card

Each employee shall receive a Sobeys/Safeway gift card of \$100 per month.

Job Security Now!

SAFEWAY WORKERS DESERVE PROTECTION FROM STORE CLOSURES, JOB CUTS, AND OPPOSE DISRUPTIVE CONVERSIONS OR REBRANDING THAT THREATEN JOB SECURITY. SOBEYS' ANTI-UNION BEHAVIOUR MUST STOP!



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP38 - Transparency and Honesty

Transparency and Honesty

Proposal: Whenever requested, the company shall immediately provide all requested policies and procedures and financial data and information, as well as any other information request by the union. The company shall treat its employees and their bargaining agent as critical partners in the enterprise.

UP39 - Without Prejudice

Without Prejudice

Proposal: "Without Prejudice" means, has meant, and will always mean without prejudice. It is improper, unlawful, and contrasting to fundamental principles of labour relations to betray this definition and understanding. The company's recent betrayal of the principle of "without prejudice" reveals a shocking and new anti-union animus.

UP40 - Job Security

Job Security

Proposal: Stores cannot close or be converted, rebranded, sold, leased, or transferred to anyone. Enough is enough. A properly managed Safeway enterprise will be successful. Alberta's population is growing and shopping patterns are normalizing. Recent reports from the company, including commentary from outgoing CEO Michael Medline, indicate that strong performance in full-service stores like Safeway are driving sales. But Safeway must be "safe". Service must be provided. Fair compensation reduces turnover and creates a culture of "caring". Discount options are saturating and investment in the time-honoured and respected Safeway brand is more than worthwhile. The union will forward proposals and initiate a discussion to ensure job security for Safeway employees at Safeway stores across the province.

UP41 - Freedom of Expression, Ethics, and Corporate Responsibility

Freedom of Expression, Ethics, and Corporate Responsibility

Proposal: The company's "speak freely" policy cannot be simply lip-service. Union free speech is critical and must be recognized. Critique of working conditions, comments about the food business, and expression of viewpoints on all related matters must be respected in a free society. The company sells food. It is a necessity of life. The company agrees to be responsible and ethical in all of its affairs.

UP42 - Honesty and Prohibition Against Anti-Union Conduct

Honesty and Prohibition Against Anti-Union Conduct

Proposal: The company shall not engage in anti-union or dishonest conduct or communications or manipulation of any sort. Arbitrators shall award substantial damages to Local 401 in the event of a breach of this provision.

UP43 – Voluntary Recognition and Job Security

The Company agrees to voluntarily recognize UFCW Local 401 for all of its Alberta banners, corporate or franchise. The Company shall immediately grant full access to all such stores to UFCW Local 401 and its representatives for the purpose of gathering collective bargaining proposals for these workplaces. The Company will immediately enter into collective bargaining with UFCW Local 401 for those workplaces. If the parties cannot conclude a collective agreement, outstanding issues will be remitted to Arbitrator Mia Norrie for final and binding arbitration. It is understood that the parties will be prohibited from making or pursuing any actions in court to question Ms. Norrie's final and binding decision. Ms. Norrie shall have jurisdiction to consider all social, economic, and moral considerations.

UP44 – Prohibition Against Store Closures or Rebranding

The Company is prohibited from closing any existing Safeway stores or rebranding them under another banner or reconfiguring it in any way without the permission of UFCW Local 401.

UP45 –Superstore City Collective Agreement

All present and future FreshCo, Chalo and other similar stores shall immediately be aligned with all applicable terms of the Superstore City Collective Agreement as they operate in the same discount market.

Other Items



These are general descriptions of priorities; specific proposals are outlined in the Union's proposal package

UP46 – Housekeeping

Letters of Understanding

LOU Affected

(Delete) LOU #26	Conversion of a Store to FreshCo
(Delete) LOU #31	Third Party Small Kiosk ^s
(Delete) LOU #35.	Wage Reopener
(Delete) LOU #36	FreshCo Conversion
(New) LOU #36	Extension of Letters of Understanding:

Upon ratification of the extension of the expiration date of this agreement from August 9, 2025, to [MONTH, DAY, YEAR] the Union and Employer agree that all Letters of Understanding will be maintained except as modified or deleted by the agreement of the Parties.

UP47 – Unreasonable and Unfair Company Grievances

The Company shall immediately withdraw and not reinitiate its grievance or grievances regarding union advertisements and other forms of freedom of expression. The Company shall pay UFCW Local 401's legal fees and related legal costs that have been incurred thus far. The Company shall pay \$10,000 in damages to each of the three employees who truthfully and honestly expressed their inability to afford to shop where they work.

UP48 – Letters of Understanding

Some letters of understanding will have to be rewritten to guarantee their continuance. For example, the walking steward letter of understanding.

UP49 – Membership card

The Union wishes to discuss digital membership cards and Union dues errors.

UP50 – Reporting Leave of Absence

The Union wishes to discuss reporting approved company leaves of absence.

UP51 – Deduction of Union Dues

Article 3 – Deduction of Union Dues

- 3.1 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected such initiation fees, assessments and Union dues as are authorized by the Union. The Union agrees that should they propose a dues structure that cannot be administered by the Employer, the parties will meet to discuss a resolve. The Employer further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. Monies deducted during any month shall be forwarded by the Employer to the President of the Union not later than the fifteenth (15th) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check-offs are to be submitted on a four (4) or five (5) week accounting period. The above dues and initiation fees shall be submitted electronically in a manner acceptable to both parties.
- 3.2 The Employer agrees to have the membership application forms, dues, and initiation fee deduction forms signed by the employees at the time of hiring.
- 3.3 The Employer agrees to list Union dues deductions of the employees on the T-4 Income Tax form for all employees in the Bargaining Unit.
- 3.4 The Union will give the Employer four (4) weeks' notice prior to changing the amount of dues to be deducted.
- 3.5 **The Employer shall be responsible for any errors or omissions in the deduction of Union dues. No employee shall be responsible to remit Union dues or assessments which were the error of the Employer.**

UP52 – Picket Lines and Hot Goods

The employer agrees that no employee shall be required to cross any picket line or protest.

Further, any products or materials of any kind that are in any way connected to a strike or social justice issue can, at any employee's option, be the subject of "handling refusal" That is, the employee can refuse to work with or handle such items in any way.