

Telephone Town Hall – August 29, 2023 @ 7 p.m.

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1. **Meeting called to order** at 7:02 pm by Dan Goodman.
  2. **Roll Call of officers:**  
Dan Goodman, **President**; Charles Pratt, **Secretary-Treasurer**; Brian Taylor, **Recorder**; Margaret Robins, **VP 1**; Alicia Whitehead, **VP #2**; Kirste Hawgood, **VP #10**; Doug Insley, **VP #11**; Dawn Stevenson, **VP #12**; Cathy Shannon, **VP #14**;
  3. **Adoption of Agenda**  
m / s / c to adopt the agenda
  4. **Adoption of June 8, 2023 Minutes** as posted on UFCW 247 website  
m / s / c to adopt the minutes
  5. **President's Report**
    - President Goodman reported on the BC Wildfires situation. A story was posted on our website providing links to updated information. On August 21<sup>st</sup>, the Executive Board of the Local approved the establishment of a BC Wildfires emergency fund. Members displaced by evacuation order and the affected regions of our province can apply for a one-time \$450 emergency relief payment.
    - Safeway/Sobeys Negotiations – Negotiations for a new agreement took place in mid-June and early July. AS we noted in our updates, we were hopeful that we could get into serious monetary discussions during our August dates. The Company then cancelled August 22-24 dates, claiming they were not in a position to be able to table a monetary offer. They also cancelled UFCW Local 1518. We told the Company we were available for any dates they had, but the time they gave us was early October.  
Both Locals have had staff and bargaining committee members out in the stores updating members and making sure they understand why the delay happened. We've been communicating with Local 1518 as this is a crucial stage in the bargaining and we need to be on the same page. We held a joint Zoom call for both negotiating committees, which allowed us to talk about local specific issues and our direction moving ahead. The topic of strike vote was front-and-center and we definitely understand that 1518 would want to vote in advance of their next session, as 9 days is certainly enough time to reach a settlement or realize that you won't be. Our members are in a similar situation, so once our joint meeting was over, we held a Zoom with just our Committee. We were unanimous in agreement that our next step should be taking a strike vote, sending the company a clear message going into our meeting dates. Their last position is unacceptable, and members have waited long enough. I spoke with 1518 President Kim Novak just before this call commenced and they are also going to proceed to strike votes. We agreed our Locals need to be united so we will be meeting with 1518 leadership to strategize and announce our plans.
- Cathy Shannon Speaking on Safeway Bargaining & Strike Votes:
- The province is split into 2 zones. Zone 1 is the Lower Mainland, Hope to Whistler stores and bargaining units and Zone 2 is the Okanagan-Kootenays, the North and other bargaining units and stores outside the Lower Mainland. When we bargain the collective agreement, what we agree to in bargaining in Zone 1 will apply to all Zone 2, so that agreement applies to the Province. We would vote that provincially. The Zone 1 members are in the National Defense Fund (NDF), and each member contributes weekly/biweekly into that fund. Therefore the strike

vote would be taken only in the Lower Mainland Zone 1 area. It is very likely we will be using online voting for the strike vote so it is vitally important that we have all your current information, including your email address and cellphone number.

- For Zone 2, if there were to be a dispute, we may look at voting a solidarity support contribution from Zone 2 to help support workers on strike in Zone 1 were there to be that dispute.

#### End of Cathy's Report

- We are unfortunately seeing more and more occurrences of customer abuse. There has certainly been an uptick in both number of incidents and the severity of the actions by customers toward members. What makes this all the more troubling is the lack of a proper response by the employers, Loblaw in particular. The customer is always right has been a phrase that angers and frustrates members as they see employers bending over backwards to keep an abusive customer happy, looking to prevent the YouTube moment, but ignoring the impact on their employees.
- We have asked Heather Kennedy from the firm Koskie Glavin Gordon to come on and shed some light on the complexity regarding customer abuse and violence from a legal perspective.
- Mike Toal, UFCW 247 Union Rep will share some real examples that he's recently had to deal with how employers are dropping the ball on their obligations in dealing with customer abuse, supporting their employees and having effective policies.

HEATHER KENNEDY'S & MIKE TOAL'S NOTES are at the end of the document.

- What can we do about customer abuse? Even with the best laws alone don't prevent people from breaking them, and I'm sure our lawyer friends know better than most. As a union, we have this immense challenge; on one hand we have the law and on the other we have this problem facing every retail worker in BC, and as a Union, we have an opportunity to be a strong and powerful voice on this issue. As a union, while we can't stop social issues from entering the store and affecting our members, we can find ways to affect change. We can work to inform our members about their rights and find ways to empower them to take action. We can absolutely raise our collective voices.
- We will be launching a workplace violence initiative, engaging and educating members and filling the gap left by slow responding employers. We will develop materials that make members aware of the next steps they need to take when a customer becomes violent or abusive, such as contacting WorkSafe, reporting to their store's Health & Safety Committee and making the Union aware what happened. We will develop an online reporting form that lets members document the incident while it's still fresh in their minds, tell them the next steps and guide them to resources available. The employers continually drop the ball or ignore their obligations, so we need to elevate our members' concerns and voices and develop a campaign on this important issue. Customer violence and abuse should not be part of our members' jobs. We will be posting information on this initiative online soon and we'll reach out via our email list and our Instagram and Facebook pages to announce the launch.
- Major victory that impacts our members at FG Deli. One of the recent disagreements we had with FG Deli is about its interpretation of how to handle the Employment Standards Act changes introduced by the BC government for all BC workers providing for five paid sick days. We had filed two major grievances on this issue and after trying to resolve the issue through the grievance procedure, it became clear that the employer did not want to address the ESA six-day changes without also altering our collective agreements. We would not agree to any changes to our collective agreement that would take away anything we had won in bargaining. January of this year, the company decided to change the collective agreement without our agreement. They front loaded 40 hours of HWT, representing five paid sick days for each employee.

We had no issue with this because we felt this would comply with employment standards. The issue arose when the company then reduced the accrual rate of the HWT credits, which members earned at the rate of four hours for every 160 hours worked, up to a cap of 100 hours. The company took it upon themselves to reduce those four hours to less than 0.5 hours. To us, this effectively meant that the company was taking the cost of implementing a statutory obligation away from our members' bargained rights. From arbitrator Mark Brown's August 18th, 2023 decision, the December policy grievance is allowed in part in that it was a violation of the collective agreement for the employer to amend the HWT accrual unilaterally, which amended the collective agreement terms without the union's agreement.

The employee commences the year with the equivalent of five days accrued in the HWT but must accrue at the rate set out in the provisions of Article 19.01, which results in the employee reaching the cap sooner. We will now need to work out with the employer whether there was a remedy required for specific employees for the period of September 18th, 2022 to the implementation of the arbitration award. We estimate that this award, which clarifies and underscores our position, will return almost \$300,000 each year into the pockets of UFCW Local 247 members. Mike is also the union Rep for FG Deli members, and he wanted to make a few comments on the successful award.

#### MIKE TOAL'S Comments:

- This was a significant victory. It's important for us to acknowledge that we did win and that this means that this will put money back into the pockets of our members as a result of a year of hard work in the background by many people. I just wanted to take a moment to acknowledge some of those folks. This issue first arose in September 2022 and it's now almost September, 2023, so that's a year since this first came up and now it's finally coming to a conclusion. We have five or six grievance meetings just on this issue with the employer trying to assert our position that you have to give employees the rights that they have under the Employment Standards Act, and you also have to respect their rights under the collective agreement that they won fair and square in bargaining and that they voted on. I just wanted to put a shout out there to Amber Nichol and Grace Kelly, two FG Deli stewards who attended every one of those grievance meetings with me and provided me with lots of support and information as I argued our case through those meetings. But in particular, I also wanted to have a special shout out to Angela Talek at Heather's firm actually, Koskie Glavin Gordon, who very early on in the process gave us excellent legal opinion that put a lot of wind in our sails and have helped us along the way as we advanced arguments to the employer and also Angela put forward all of the written submissions that the arbitrator ultimately agreed with and found that we were right. Also, a special shout out to all the members who reached out to me over the past year. I'm going to say it's probably every other day, I got a question from somebody about what's the update on this grievance because it affected literally every single person working in that plant, and I just wanted to thank everybody who was patient with me while I worked through the long process of getting this resolved.
- We aren't totally done yet because we do have to go and arrange with the employer how we're going to enact the remedy of the award, but if that does not go in accordance with what we imagine it will be, then we always have the option to punt it back to arbitrator Brown to sort that out for us. For any FG Deli members on the call, I want you to know we'll be getting the info into the plant as soon as possible.

m / s / c to adopt the President's report as read.

#### 6. **Secretary-Treasurer Report**

- In the most recent round of Real Canadian Superstore bargaining, the Union & Loblaw agreed to implement a four-day work week trial for full-time night shift grocery employees. The pilot program was launched in two locations, specifically store 1556 Guildford, 1558 Abbotsford. These locations were selected due to the size of the stores, both stores being what would be

considered medium-sized and most typical and represent the greatest possible opportunity for success. Participation in the pilot was on a voluntary basis for the staff and out of the 16 people eligible to participate, eight decided to take part. One employee dropped out of the pilot so far, leaving seven continuing on. The basic work week remained at 37 hours. The shifts work being nine and a quarter hour of straight time with a half hour unpaid lunch. Night premium remained as per the CBA.

The trial was scheduled to begin on June 18th and continue for up to four months. The employer can choose to end the trial early if it deems the program to be unsuccessful, but given the fact that it continues, we are optimistic about the pilot so far. While Loblaw has expressed some concerns regarding both fatigue and productivity, we consider this to be expected as our members get used to working longer shifts. We look forward to discussing the results of the pilot at the conclusion of the program and look to feedback from those participating as well as those who chose not to take part in. Given the fact that less than half of those eligible decided to participate, any four-day work week would have to be on a voluntary basis in order to be accepted.

- The Prudent Benefits Administration Services office is leaving its' Port Coquitlam location after several decades. Due a change in the ownership of the property and potential redevelopment of the site, PBAS decided it was time to find a new permanent location to serve the benefit needs of many of our members. PBAS will be leasing an available unit on the ground floor of our Union office and has signed a five-year lease. This represents not only an additional source of income to the union, but a handy location if we need to assist members with their benefit claims. Their website has already been updated with the new address.
- m / s / c to adopt the Secretary-Treasurer's report as read.

## 7. **Bargaining Report**

- Fresh St Market in West Vancouver ratified a new agreement on July 1st, 2023. Members were pleased with the improvements made by the bargaining committee. Starting rates have been and should remain well above minimum wage and if there's an increase larger than the starting rates for the five-year agreement, new hires will start at a rate equal to or higher than the assigned rate and placed on the corresponding class hours, reducing the number of class hours needed to get to the top rate. Members will also be given three warnings if their hours drop below the qualifying level for benefits and their dependents and they will be able to work extra hours to bring up their average so there would be no interruption of benefits.
- Tentative dates have been set for the last two weeks of September for Stong's on Dunbar. The company ownership has changed since the last contract and the founding family has sold their entire shares to another owner. With the financially stable owner we will be looking for several improvements that the members wanted for the last two contracts now that the business is doing well and stable.
- We thought that we had a tentative deal on June 13th with Kootenay Markets. When we sent out the memorandum to the owner for approval before we booked a ratification date, a meeting room and start printing the memorandum, he made changes that were not agreed to or bargained.

The committee had a conference call with him and gave a deadline for him to approve, but he wrote back on the last day and said he was going on vacation. He was told that he had the information for weeks and to respond before he left, and we heard nothing from him. If he does not approve the memorandum of understanding, we may be looking at charging him with bargaining and bad faith. Members have been waiting patiently for a reply.

- Letters will be going out in August to Fresh St for their Fleetwood location and to Stong's Northwood location. We also have had to postpone some bargaining dates we had with BC Tree Fruit due to the wildfires, and we have finalizing new dates as we speak.

## 8. **Engagement & Education Report**

- The application process for our local's \$1,500 Iorio scholarship and our \$750 education grant started on July 1st. Our members are also eligible to apply for one of 18 UFCW Canada's \$1,000 scholarship. All the application forms are available on our website. The deadline to apply is September 30th.
- Also, regarding education, the month of June marked the end of the Steward Education sessions, wrapping up with a new AWESOME workshop, which stands for Action Workshop Empowering Stewards and Organizers Through Member Engagement. This new workshop was facilitated by Michael Toal and was attended by our Stewards in the Fraser Valley. It offered a safe space for Stewards to find their own ways to create strength in the workplace and empower more members to get involved in their union. After this workshop, Shop Stewards from FG Deli rallied their coworkers to be part of a solidarity campaign in their workplace. It was a simple campaign where members get to wear a UFCW branded solidarity sticker on their hard hat at work, which sends a strong message and a visible message to the employer that their workers are united. Members shared feeling empowered by this campaign.
- The 3rd Pride festival took place on Saturday June 24th. Our union booth was a hit, especially the diversity of our pronoun buttons. People really appreciated the education piece that went along with the buttons. Young people seemed to have made up the majority of the attendees along with their parents who suggested that next year we should add buttons that read "Proud parents of an LGBTQ child." We were also part of the Vancouver Pride Parade on Sunday, August 6th. We joined the BC Federation of Labor with a small delegation of members and staff. These are always fun events and we're already looking forward to next year's Pride season. If any members have events suggestions or want to be part of any Pride events, please contact me directly. I'd love to hear from you.
- International Overload Awareness Day is Thursday, August 31st. Purple shirts for this special day have been made available to our members through our website, and during staff servicing visits. We invite you all to participate in any of the community organized events that will be taking place across our province. As a group, our UFCW 247 staff has chosen to attend an event at Douglas Park in Langley. The event starts with a free barbecue at 5:00 PM, followed by an awareness walk and a vigil to remember those we have lost to overdose, happening at sunset.
- Just as a reminder of some important dates to come, Saturday, September 30th is National Day of Truth and Reconciliation so get your orange shirts ready to show your support on that day. Saturday, October 21st is now officially reserved for Leukemia Light the Night Walk, which is back in person this year. Please keep an eye on our website and our social media pages for updates as we get closer to this date.

## 9. **New Business**

- No new business.

**Q&A PERIOD** - 4 questions in the queue answered.

## 10. **Adjournment**

The meeting adjourned at 7:49 pm.

**Member Draw** - was conducted electronically. 3 winners were picked; each receiving a \$100 gift card.

Heather Kennedy, Koskie Glavin Gordon

Hi, everyone, and thanks for having me. As Dan mentioned, I'm here to discuss the difficulties in getting the employer to properly respond to customer violence through the grievance process. There are two main reasons why the grievance process is a challenging way to meet that objective. The first is a jurisdictional issue, which means will an arbitrator have the authority to decide the matter? The Workers' Compensation Act provides the workers' compensation board with exclusive jurisdiction in relation to all matters arising out of the occupational health and safety provisions, which include provisions addressing employer obligations regarding workplace violence.

Arbitrators have held that as a result they do not have jurisdiction to decide grievances that come under the scope of the occupational health and safety provisions, including those relating to violence. The law in this area is somewhat in flux, but an arbitrator will likely, very likely, take jurisdiction where the grievance addresses a breach of a specific collective agreement provision. The other reason why the grievance process is a challenging way to meet our objective of systemic change is that if an arbitrator does have jurisdiction, it's difficult to predict what specific remedies the arbitrator would order to implement better violence protections and responses. It's really hard to find cases providing guidance, but if a grievance is successful, we can expect as remedies a declaration that the employer violated the collective agreement, damages if appropriate, and likely an order that the employer must adopt effective measures to ensure worker safety.

But it is not clear what other, more specific remedies an arbitrator could be persuaded to order that would result in widespread change. Generally speaking, the order needs to be clearly related to the breach of the collective agreement and the consequences of the breach. Let's consider, for example, article 45 of the Real Canadian Superstores Agreement which says, "There shall be zero tolerance for customer rudeness, impropriety and abuse. No employee shall be required to continue to serve a customer who is engaged in any of these behaviors. Management shall take proactive steps to discourage improper customer behavior."

In hypothetical scenario number one, a customer assaulted a member but was allowed to return to the store. Arguably, this violates Article 45, although one hurdle would be whether the requirement for zero tolerance and proactive steps is satisfied if the employer ejected the customer from the store immediately after the assault. But let's assume we establish a violation. What we would want in addition to the usual remedies we've discussed is an order for the employer to adopt and enforce a customer ban for harassment or violence. We may be successful in arguing for that order, but an arbitrator could find that the link between the order, the violation and the consequences is too weak on those facts. Also, the employer may raise legitimate safety concerns about having staff enforce the customer ban. This would leave for enforcement purposes the option of hiring security guards. It is difficult to predict whether an arbitrator would go that far, but given the right facts, we would want to argue for that order.

In hypothetical scenario number two, a customer began harassing a union member which escalated until there was an assault. There were no alarms or plexiglass. Management was initially in the back and only came after another cashier ran for help, but management did not step in to stop the escalation or immediately eject the customer. Again, this likely violates Article 45, although the employer may be able to appoint to its own safety concerns for management as a valid basis not to intervene. The kinds of orders we would want in that grievance for change such as better protections including plexiglass, silent alarms, having guards present are certainly arguable. It's just difficult to predict whether an arbitrator would make them.

That said, grievances are still important and useful ways of changing employer behavior. Aside from an arbitrator's remedy that we might get through the grievance process, the employer could change tactics to avoid repeat liability or agree through remediation to different approaches and it's important that there be consequences for violations of the collective agreement, especially where customer violence and abuse is the issue. Further, if the arbitrator made a general order that the employer adopts safety measures to address customer workplace violence but did not make any of the specific remedies I've just discussed, enforcement mechanisms are still available if the employer didn't do that such as going through the court for a contempt order.

The important takeaways are these; the extent to which the grievance process can force the employer to meaningfully respond to customer violence is not clear. In addition, the grievance process can take time. That is why it's important for the union and all members to also take all other available avenues to address workplace violence as they may lead to more immediate and systemic changes. On that note, I will turn this back to the union for further discussion of the issues regarding customer violence and abuse. Thank you for your time.

Mike Toal, UFCW Local 247 Union Rep.

My name is Mike Toal and I'm a union rep here with Local 247. I'm really privileged to be here to be able to share a little bit about the experiences that we've been seeing in the stores from a union rep perspective and the kinds of examples of horrible situations that our members have been subjected to, especially in recent months. There are literally countless examples of abusive customers, customers becoming violent in almost all areas of the store, but in particular in the front end. We're getting a lot of reports of this, and I think it's pretty obvious we've heard about these sorts of things on previous telephone town halls, but we're seeing it in the stores and also in calls from members and it's very clear that we do need the kind of systemic changes that Heather is referring to.

But, of course, there are those challenges with the legal side of things and the limits of grievances and that sort of thing, but that doesn't mean that we haven't had to confront challenges and find ways to respond. Some members out there will be familiar with earlier in the year we launched a button campaign to raise awareness about the issue of customers being disrespectful and demanding the customers be more respectful with our members in the stores. But that has been incredibly popular with some folks, with some members, but certainly it hasn't put a stop to the kinds of things that we're seeing.

Some examples would include just from my little corner of the local, we had a situation back in January where a member was physically assaulted by a customer with plexiglass that was put there with the intent of protecting her. Instead, that became a weapon and was used against her in the store and that was bad enough, but what we identified through that process was serious issues in how the employer responded in that situation and serious misunderstandings, we'll say, about what they understood their responsibilities to be in terms of who they needed to report to with WorkSafe and other authorities. That identified a really big problem. In that very same store that following week, a member had money thrown at her and she was called the greedy so-and-so, as if she was making the record profits that we hear about in the news.

In another store at another corner of BC, we had the issue of a repeat offender who almost on a monthly basis kept coming into the store and being abusive and violent with our members and very little in the way of a response. When we raised these issues through the grievance procedure, what we came to learn was that there was a significant gap between the employer's policies on these issues. They do have policies, every employer is going to have policies on these issues, but there was a big gap between what the policy said in a piece of paper in some file folder somewhere and what that actually meant for our members on the ground. What we identified was a significant gap between those two things and a need for us to bridge that gap and make those policies mean something.

One of the key examples that came out of that that we also identified was that there are codes, like pager codes, like codes that people can use to get assistance from a manager if they need assistance in an emergency situation, like code 88. What we realized was that none of our members that we actually talked to on the ground had any clue what code 88 meant, but that was actually the code that you're supposed to call when you need immediate management assistance and you need them to come to your rescue if you're in one of those customer violence situations.

The problem is it's been in the policy for a couple of years now, but nobody knows what it is. We're putting as much pressure as we possibly can through our dealings with human resources and with labor relations to try to put those kinds of policies into reality and have them actually mean something for our members. Because at the end of the day we know that ... what we're most offended by, if we can't keep customers from coming in the stores and all of the social and economic issues of the day making their way into the stores, at the very least we should be able to find ways to pressure employers to stand up and do what they're supposed to do when those situations do come about.

So that's, I guess, a few of the examples again from just from my little corner of the local and I think we're frustrated, we're incredibly frustrated with how things have gone with some of the employers that we've been dealing with, but we know there are levers that we can pull and that we have been pulling and it seems like we have to just keep along that path, but also to find other ways to escalate. With that, I'm going to turn that over to Dan to continue the conversation. Thank you.