

**SEVENTEENTH COMPONENT AGREEMENT**

**between the**

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**B.C. PUBLIC SERVICE AGENCY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**representing employees of the**

**RETAIL STORES & WAREHOUSE  
COMPONENT**

**Effective from April 1, 2014 to March 31, 2019**

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*NOTE: Changes to the **Sixteenth** Component Agreement are indicated in the **Seventeenth** Component Agreement with **bold type** (except for **Headings**) or an asterisk (\*) where language has been deleted and no new text added.*

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

(a) The parties hereto subscribe to the principles set forth in Clause 1.1 of the Master Agreement entered into between the Employer and the Union.

(b) Subject to the provisions of the Master Agreement, the purpose of this Agreement is to set out the terms and conditions of employment for all employees included in the Retail Stores and Warehouse Component.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Stewards**

(a) Pursuant to Clause 2.6 of the Master Agreement, the Union will select stewards to represent the employees in the respective workplaces on the following basis:

(1) In multiple shift stores or stores with 10 or more employees the Union will select two stewards.

(2) In stores with less than 10 employees the Union will select one steward.

(3) In the warehouse situated at 3200 East Broadway in Vancouver, the Union will select three stewards on the day shift, three stewards on the afternoon shift and three stewards on the night shift.

(4) In a satellite warehouse the Union will select two stewards.

(b) The Union will make every reasonable effort to provide the Employer with the names of its stewards promptly upon selection.

(c) In case of one person stores, the Union will advise the Employer of the steward selected and the steward from another store in the area who will represent the staff in the affected store, if and when necessary.

(d) The Employer agrees that consideration will be given to the employee's union responsibilities prior to any lateral transfer or re-assignment of shifts.

## **2.2 Bulletin Boards**

The Employer agrees to provide bulletin boards on the following basis:

(a) One in each store, to be located in the lunchroom area.

(b) One in each satellite warehouse, to be located in the lunchroom area.

(c) Three located in the Vancouver 3200 East Broadway warehouse situated as follows:

(1) Cafeteria.

(2) Wall immediately adjacent to main warehouse washroom.

(3) Wall immediately adjacent to the area provided for the steward, or an area which is mutually agreeable to Management and the Union.

All not to be obstructed.



## **ARTICLE 3 - COMMITTEES**

### **3.1 Joint Committee**

Where necessary an ad hoc joint committee, for this component, may be established pursuant to Article 29—Ministry Joint Committee, of the Master Agreement.

The terms of reference will originate from that joint committee established in Article 29—Ministry Joint Committee, of the Master Agreement.

### **3.2 Committee on Education and Training**

(a) The provisions of this article are intended to assist employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs.

(b) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the Retail Stores and Warehouse Component. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills.

(1) The parties shall establish a joint committee on Education and Training comprising of three representatives of the Union and three representatives of the Employer for the purpose of recommending the establishment of guidelines relating to Education and Training programs and Education Leave and Allowances. These guidelines shall be posted in each retail store and warehouse.

(2) The meetings of the committee shall be chaired by an employer member and a union member alternately and all members, including the one acting as chairperson, shall have equal voting rights.

(3) Without limiting the generality of the foregoing, the terms of the joint committee shall include:

(i) investigating and recommending eligibility requirements and selection procedures for such programs;

(ii) recommending implementation dates for such training based upon availability of funding, training staff, and material;

(iii) recommending a system that where an employee fails to pass Liquor Distribution Branch required examinations for the purpose of upgrading or promotion, that employee shall be given the opportunity to be advised in order to be aware of those areas where improvements can be made.

(4) The joint committee has the right to establish subcommittees.

(5) The meetings shall be held at mutually agreed times. However, the joint committee shall meet no less than twice yearly.

### **3.3 Jurisdiction of Committees**

No recommendations of any committee provided for by negotiation in this Agreement shall supersede this Agreement. They shall have the power to make recommendations only to the Union and the Employer with respect to its discussions and conclusions.

### **3.4 Minutes of Committees**

All committee minutes shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Copies of the minutes shall be dispatched to the Union and the Employer within 15 days of the meeting.

### **3.5 Meetings**

It being in the best interests of Management and the Union that the employees working together in a retail unit and warehouse work as a team. Management shall advise supervisors in each location, that they must hold staff meetings at least once a month and more often if possible. The supervisor in the work unit concerned must ensure that the shop steward or their designate is present at such meetings.

## **ARTICLE 4 - ADMINISTRATION**

### **4.1 Preamble**

(a) It is agreed that Management has the right to establish the staffing requirements of each retail outlet and distribution centre in the province.

(b) The Liquor Distribution Branch shall supply the Union, by April 1 of each year the total number of hours projected for each outlet and the distribution centres for the next fiscal year, presented in fiscal period format.

#### **4.2 Policy Manuals**

The Employer shall ensure that all Liquor Distribution Branch policy and procedure manuals are up to date and are available at each retail outlet and each distribution centre. All these manuals shall be made available to all employees on request.

#### **4.3 Customer Relations**

(a) The Union and the Employer agree that in view of the great number of contacts with the public in the store system, and the continuing nature of these throughout the year, the matter of courtesy in customer relations is of prime importance.

(b) Where a store employee experiences difficulty with, or receives a complaint from a customer, in the course of their duties they will attempt to satisfactorily resolve the matter. In the event that the employees attempts in this regard are unsuccessful, they will immediately summon the supervisor in charge, who will handle the matter in the manner provided for by Branch policy.

(c) Where a customer complaint against a staff member is not resolved under paragraph (b) above, the Employer agrees not to take punitive action against an employee as a result of an unsigned complaint.

#### **4.4 Cash Security**

If monies, while assigned to a cashier, are handled by any other person in the absence of the cashier, the cashier will not be considered responsible for any cash discrepancy. Any discrepancy will be noted and brought to the cashiers attention at the earliest opportunity.

#### **ARTICLE 5 - CLASSIFICATION SENIORITY**

Classification seniority will be recognized as a factor in the selection of employees for training programs and for relief duties.

#### **ARTICLE 6 - POSITIONS TEMPORARILY VACANT**

Where temporary relief is required due to illness, vacation, leave of absence, etc., the Employer shall give regular employees the opportunity to relieve in higher paying positions and shall make every reasonable effort to arrange for staff replacements in the lowest paid category.

#### **ARTICLE 7 - HOURS OF WORK**

##### **Hours of Work and Work Schedules**

Hours of work and work schedules for full-time regular employees shall be established in accordance with Master Agreement Article 14. Work schedules will be by mutual agreement between the Employer's designate and the Union's designate at the local level. Where mutual agreement has been reached for work schedules at the local level, copies of such schedules shall be submitted to the Employer and to the Union.

## **7.1 Hours of Work – Retail and Licensee Stores and Warehouse Operations**

(a) Work schedules for full-time regular employees shall be based on the following shift patterns:

(1) Four times 8¾-hour shifts (4:3); plus an additional one hour every three weeks to meet the annual hours of work requirements.

(2) Five times 7 – hour shifts (5:2);

(3) Nine-day fortnight consisting of

- One week of four times 8¾–hour shifts and
- One week of five time 7-hour shifts, plus an additional one hour every six weeks to meet the annual hours of work requirements (5:2;4:3);

(4) Two weeks of five times 7½-hour shifts (5:2) and one week of four times 7½-hour shifts (4:3) [5:2; 5:2; 4:3]

(5) Nine-day fortnight of nine times 7-hour and 47 minute shifts (5:2;4:3).

(6) Variable shift pattern based on

- A four-day 35-hour week (4:3); or
- A five-day 35-hour week (5:2); or
- A nine-day fortnight consisting of one four-day 35-hour week and one five-day 35-hour week (4:3;5:2).

Shift lengths pursuant to this shift pattern will be no shorter than five hours per workday and no longer than 10 hours per workday.

(b) Work schedules will be based on 70 hours worked biweekly except (4) which will be based on 105 hours worked over three weeks.

(c) No employee will be required to work split shifts.

(d) Where applicable, day, afternoon or night shifts shall be assigned equitably on a rotational basis unless mutually agreed to at the local level.

## **7.2 Days off**

### *(a) Retail and Licensee Stores*

The Employer agrees that when a regular full-time employee wishes their days off to be consecutive they will be rotated so that they will have two consecutive days off at least once per month. Such consecutive days off will be either Saturday and Sunday, or Sunday and Monday. Where operational requirements permit an employee will be given the opportunity to elect their preference in this regard.

### *(b) Warehouse Operations*

The Employer agrees that when a regular full-time employee wishes their day off to be consecutive they will be rotated so that they will have two consecutive days off at least once per month. Such consecutive days off will be Saturday and Sunday.

(c) Where operational requirements permit, an employee's days off may be scheduled on an equitable basis to allow for days off prior to or following statutory holidays or vacation.

### **7.3 Shifts**

(a) The Employer will assign Clause 7.1(a)(1), (3) and (4), modified workweek shifts that become known, and available, on the basis that if the available work is of a duration of at least one week, it will be offered to the senior full-time regular employee within the store who is working a five day by seven-hour shift pattern, and failing that, to the senior employee on the recall list.

(b) When two or more known vacancies abut one another, the cumulative time will be considered as one vacancy.

### **7.4 Scheduling of Lieu Days**

(a) Pursuant to Clauses 17.3 and 17.4 of the Master Agreement, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within 60 days following the paid holiday.

(b) If the lieu day is not taken within the 60 days, it shall be immediately scheduled on the vacation roster.

### **7.5 Meal Periods**

Meal periods shall be uninterrupted and scheduled as close as possible to the middle of the shift. Subject to operational requirements, the length of the meal periods shall be by mutual agreement at the local level, 30 minutes or 60 minutes. In the event mutual agreement is not



reached, the meal period shall be 30 minutes duration in multiple shift stores and 60 minutes duration in all other stores. Meal periods in Warehouse Operations shall be uninterrupted and of 30 minutes duration. Meal periods for the night shift shall be mutually determined at the local area.

## **ARTICLE 8 - REGULAR PART-TIME EMPLOYEES**

### **8.1 Minimum Hours**

(a) The minimum regular hours to be scheduled for regular part-time employees is one-half time (17.5 hours per week, 35 hours biweekly), with corresponding pay and benefits in accordance with the Master and Component Agreements. Pay and benefits will be prorated for additional straight-time hours worked.

(b) Regular part-time employee shifts will be a minimum of five hours in length.

### **8.2 Letter of Appointment**

(a) Regular part-time employees will receive a letter of appointment which confirms their status as a part-time regular employee.

(b) Appointments to full-time regular positions will be in accordance with the Master Agreement.

### **8.3 Schedules**

(a) Regular part-time employees are subject to as-and-when-required recall, and shall be recalled and laid off, pursuant to Master Agreement Clause 31.5—Layoff and Recall.

(b) Regular part-time employees are required to report for available work when called to work within the prescribed scheduled time periods established pursuant to 31.5(e) and (f). Exceptions to this provision will be in accordance with applicable Master Agreement leave and notice provisions for regular employees.

(c) All of Master Agreement Clause 31.5 applies to regular part-time employees except for (c), (d), (k), (l), (m), (n)-1 through 11, (o), (p), (q), (s) and (t).

(d) Regular part-time employees who refuse work outside of their prescribed scheduled time periods, pursuant to Master Agreement Clause 31.5(e), will suffer no consequences except in emergency situations.

(e) Regular part-time employees will be recalled up to a total annual hours of 1827 hours in 26 pay periods.

(f) Subject to operational requirements, regular part-time employees will be prescheduled.

(g) Master Agreement Clause 14.2—Work Schedules does not apply to regular part-time employees.

(h) Regular part-time employees shall not be penalized for refusing short shift changeover.

#### **8.4 Additional Hours**

(a) Regular part-time employees who opt to work additional hours will earn regular service seniority for all additional straight-time hours worked, in accordance with Master Agreement Clause 11.1—Seniority Defined.

(b) Regular part-time employees will be assigned to a single store and will have access to additional hours in that store only, before auxiliary employees are recalled for such work.

## **8.5 Work Assignments**

Regular part-time employees on layoff and who have opted to be placed on the auxiliary recall list will be entitled to recall to available work in each store in the seniority block in accordance with Master Agreement Article 13. This provision does not restrict the employees right to restrict their hours of availability as outlined in Clause 31.5 of the Master Agreement or Article 12 of the RS&W Component Agreement.

## **8.6 Vacation Pay for Additional Hours**

Vacation entitlement pursuant to Master Agreement Clause 18.1(d) will be based upon the straight-time hours worked by the regular part-time employee.

## **8.7 Seniority, Benefits, Leaves and Allowances**

(a) Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix 2 to this Agreement.

(b) Assignment of regular seniority dates will be the first of the month following the date on which the auxiliary employee qualified for benefits pursuant to Clause 31.9—Medical, Dental and Group Life Insurance of the Master Agreement. This will have no retroactive cost to the Employer. In no case will the assignment of a regular seniority date result in a junior employee having

an earlier seniority date than a current regular employee.

## **8.8 Implementation**

Implementation of this language will be at no increased cost to the Employer, including but not limited to premiums or penalties attributable to regular part-time employees being recalled to additional work beyond half-time, such as Master Agreement Clauses 15.3 and 15.4.

## **8.9 STIIP and LTD**

STIIP benefits will be calculated in accordance with Master Agreement Clause 31.12(e), unless a regular part-time employee works a full-time schedule for any period in excess of two blocks and is subsequently unable to report to work due to illness or injury during the period of scheduled full-time work, and is entitled to benefits pursuant to Master Agreement Appendix 4. Such employee will have their STIIP benefit calculated on the basis of the full-time work. This calculation based upon full-time work will continue for the duration of the initial scheduled full-time assignment and thereafter will revert to a benefit based upon the employees regular part-time status (ie) 35 hours biweekly.

## **8.10 Eligibility**

(a) Eligibility for benefits pursuant to Appendix 4 of the Master Agreement will be based on the regular part-time hours as stated in the letter of appointment.

(b) The benefit level for LTD will be calculated on the basis of the formula outlined in Appendix 4, Clause 2.2 of the Master Agreement.

### **8.11 Grandparenting**

The terms and conditions of employment for part-time regular employees hired before the date of signing of the 14<sup>th</sup> Master Agreement and named at Appendix 5 will be grandparented until such time as the employees vacate the position(s).

### **8.12 Agreement Not to Apply**

Except as otherwise agreed, Articles 14.2 and 31 do not apply to regular part-time employees.

## **ARTICLE 9 - COMPENSATION FOR OVERTIME FOR REGULAR EMPLOYEES**

(a) Overtime compensation for work performed by regular employees outside of regularly scheduled shifts, shall be in cash or compensatory time off at the employees option.

(b) If the employee elects to take compensatory time off, such time off shall be taken at a time mutually agreed between the Employer and the employee.

(c) If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect to receive cash payment for such unscheduled compensatory time off.

(d) An employee who has opted for compensatory time off (CTO) for overtime worked in one calendar year

may, by mutual agreement, schedule the CTO to be taken by May 31, of the following calendar year, and the employee may not subsequently opt for cash payment for the overtime.

(e) Any compensatory time off unscheduled at the fiscal year end or on termination, shall be paid in cash at that time.

(f) Employees who are hired into one and two-person stores subsequent to March 17, 1977, will be compensated for all overtime in cash, except where the employee elects to take compensatory time off in conjunction with their annual vacation.

## **ARTICLE 10 - ANNUAL VACATIONS FOR REGULAR EMPLOYEES**

### **10.1 Prime Time Vacation Period**

(a) Employees shall be allowed to take their vacation at the time of their choice as provided hereunder. In this respect, all regular employees shall be allowed to take at least two-thirds (minimum 105 hours) of their vacation entitlement during the period May 1 to September 30, inclusive which shall be defined as prime time vacation period.

(b) Within the terms of paragraph (a) and where operational requirements permit employees will be allowed to take their complete vacation entitlement during the prime vacation period if they so desire.

(c) The Employer shall have the right to establish the number of persons who may be on vacation at any given time within a particular work unit.

(d) Subject to (c) where operational requirements permit, the Employer will make every reasonable effort to allow as many employees as possible to take their vacation at the same time, if requested.

## **10.2 Vacation Preference**

(a) Preference in the selection and allocation of prime vacation time shall be determined on the basis of service seniority within each work unit subject to the following provisions:

(1) In the stores system, there shall be separate vacation schedules for:

- (i) supervisors;
- (ii) store clerks.

(2) In the 3200 East Broadway warehouse operation there shall be separate schedules for:

- (i) assembly;
- (ii) receiving;
- (iii) shipping;
- (iv) distribution supervisors.

(b) For purposes of this clause the Kamloops Distribution Centre constitutes a separate work unit.

(c) Where an employee chooses to split their prime vacation time, their second vacation period shall be

taken only after all other employees concerned have made their initial selection.

(d) Regular vacations shall have preference over vacation carryover during the prime time vacation period.

### **10.3 Vacation Schedules**

(a) Vacation schedules shall be circulated for staff application by February 1 each year within each work unit and the completed schedule shall be posted by March 1.

(b) It will be the responsibility of the supervisor to post the schedule and notify absent employees.

(c) An employee who does not exercise their seniority rights within one week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(d) An employee who voluntarily transfers to another work location where the vacation schedule has already been completed, will not be entitled to exercise their seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(e) An employee who is transferred at the request of the Employer shall have their vacation as originally scheduled.



## **ARTICLE 11 - RELIEF ASSIGNMENTS AND DUTIES**

### **11.1 Eligibility List**

(a) Where qualified and capable employees are not available for relief assignments within the store concerned an employee will be assigned to the store for the required position from an eligibility list which will be compiled following Branch-wide posting at the beginning of each year. Where qualified and capable employees are available in a store, relief assignments will be rotated on an equitable basis among employees who desire it.

(b) The parties agree that geographical proximity, cost and the operational requirements of the Branch as a whole, must be the determining factors in making individual relief appointments.

(c) The Employer agrees that for training purposes and to the extent possible under the provisions of Clause (b) of this section, employees who offer their names for relief work will be given every reasonable opportunity for at least one relief assignment for the year in which they applied.

### **11.2 In Excess of 20 Working Days**

Where an employee is assigned relieving duties which require their attendance for more than 20 working days in a retail outlet that is situated 200 miles or more from their residence, they shall be granted two days travelling time with pay, in conjunction with two regular days off, for a return trip home by public conveyance. The cost of such transport shall be borne by the Employer.

When a further 20 working day period is required a similar arrangement will apply.

### **11.3 Duties**

Where an employee completes a relief assignment lasting a minimum of one month, an appraisal shall be raised on him/her by the appropriate officials upon request. The employee shall be given the opportunity to read and sign the appraisal.

### **11.4 Substitution - Warehouse Operations**

(a) It is agreed that substitution in the Assistant Shipper/Receiver classification, when required, will be offered to the regular Warehouse Worker III with the highest classification seniority, subject to being available and capable.

(b) It is agreed that substitution in the Warehouse Worker III classification when required, will be offered to the regular Warehouse Worker II with the highest classification seniority subject to being available and capable.

(c) The provisions of (a) and (b) above do not apply to periods of work assignments of less than a shift or when an employee is being trained or retrained.

(d) Warehouse Worker II trainers engaged in a training assignment must complete that assignment before being able to exercise their seniority for substitution in a higher classification.

## **ARTICLE 12 - AUXILIARIES**

### **12.1 Letter of Appointment**

An auxiliary employee shall receive a letter of appointment clearly stating their employment status, salary range, work location, and expected duration of employment.

### **12.2 Seniority List**

The Employer shall maintain and supply to the Union each year a seniority list showing the total service seniority of each auxiliary employee as of December 31.

### **12.3 Layoff and Recall, Retail Stores**

- (a) Layoff, recall and availability shall be in accordance with Clause 31.5 of the Master Agreement.
- (b) The Ministry seniority units pursuant to the Master Agreement shall be those listed in Appendices 1, 2, and 3 of this Agreement.
- (c) The Employer will pre-schedule full 35-hour weeks to those employees with sufficient seniority to entitle them to such work.
- (d) The Employer will pre-schedule all known full length shifts to those employees with sufficient seniority to entitle them to such work.
- (e) All other work will be assigned on a daily basis.
- (f) (1) Employees being recalled for work will be called between the hours of 8:30 - 10:00 a.m. in recall units where all stores are open not later than

6:00 p.m.; and between 8:30 - 10:00 a.m. and 2:30 - 4:00 p.m. in recall units when a store is open later than 6:00 p.m. If an employee declines or is unavailable during these call times, it will be considered a refusal of work for purposes of Clause 31.4. Employees who are unavailable or decline work offers outside the call times will not be considered to have refused work for purposes of Clause 31.4.

(2) Variations to (1) above may be made by mutual agreement at the local level between persons designated by the Employer and the Union respectively. Such a local agreement may be cancelled on 15 days' notice by either party, at the expiration of which notice period the call times in (f)(1) shall apply.

(g) The geographic grouping of a new store or warehouse will be arrived at by joint consultation if the store is not clearly within one of the groups described in the above geographic recall areas.

(h) All new Signature Stores will be established as Single Store recall units pursuant to (i) below. Auxiliary employees within the recall unit will have an opportunity to select which recall unit they wish to be placed in. When an amalgamation involves stores from different recall units, the impacted recall units will be consolidated and then realigned once the Signature Store has been operating for a period of six months.

(i) All Signature Stores shall open seven days a week in order to retain the single store recall unit status.

(j) The Employer shall not unreasonably withhold agreement on an auxiliary employees specification of days and/or times of availability.

(k) Notwithstanding (f) above, if an auxiliary store employee declines or is unavailable during the call times on Monday, Tuesday or Wednesday, with the exception of the month of December and weeks in which a statutory holiday occurs, it will not be considered a decline of work for purposes of Clause 31.4.

(l) Where there is a conflict in the preference and/or selection of days and/or times of availability, seniority shall determine the preference and/or selection of the days and/or times of such availability provided that in no instance will a senior employee be permitted to displace a junior employee from an existing preference and/or selection.

#### **12.4 Overtime Entitlement**

Auxiliary employees who are scheduled to work on a normal full-time basis shall be compensated for overtime when they are required to work hours in excess of those prescribed for regular full-time employees in the work unit in which they are employed.

#### **12.5 Vacations**

Subject to the provisions of Clause 31.11 (Master Agreement) and Clause 10.1 (Retail Stores and Warehouse), an auxiliary employee may take vacations during prime time, where the vacation schedule has not been utilized by the number of regular employees established for that work unit.

## ARTICLE 13 - CLOTHING

### 13.1 Standard Wearing Apparel

(a) Where the Employer requires employees to wear a uniform or to wear distinctive or identifying clothing, the Employer shall provide such clothing. Where the Employer does not have such a requirement, employees will maintain a standard of neat, clean and tidy appearance.

(b) Subject to (a) above, the clothing issue shall be as follows:

(1) Managers/Assistant Managers

3 shirts/blouses

2 pair of pants

1 cardigan

1 belt

(2) Store Clerks/Concession Clerks

Regulars and Auxiliaries who have worked 1827 hours in a 15-month period.)

3 shirts/blouses

2 pair of pants

1 cardigan

1 belt

(3) Auxiliary employees who have worked in excess of 30 days:

2 shirts/blouses

2 pair of pants

1 cardigan

1 belt

(c) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is necessary.

(d) It shall be the responsibility of the employee to maintain, clean and/or repair washable clothing provided to the employees by the Employer.

(e) The issue outlined in this article shall be stock sizing. Tailoring-to-fit where required shall be provided at the Employer's expense and may include the following: hemming slacks to proper length, taking in, or letting out seams, adjusting sleeve length. Any measuring or fitting required to comply with this article shall, wherever possible, occur during the employees regularly scheduled shift.

(f) Changes and choices in the style or colour of apparel shall be made only after consultation between the parties.

(g) All apparel supplied by the Employer shall be union made and bear a union label.

(h) In the Retail Stores System, the WCB requirement of substantial footwear made of leather or other material appropriate to the protection required shall be footwear which is appropriate to a retail operation, and may include recreational footwear.

### **13.2 Safety Clothing**

The Employer will continue to supply aprons, goggles, gloves, and rubber pants for the use of warehouse employees where such equipment is required in the

interest of safety. If other safety items become mandatory, under the Workers' Compensation Board regulations, for particular sections of the warehouse, the Employer will provide such items as plant issue.

### **13.3 Safety Footwear**

Where employees are required by the Workers' Compensation Board Regulations or by the Employer to wear safety toed footwear in the performance of their regular duties, upon production of a receipt, will be reimbursed, on the following basis:

(a) all regular employees and auxiliaries who have worked 1827 hours in a 15-month period up to:

(1) Effective November 7, 2012  
\$133.50 biennially; **and**

(2) **Effective April 1, 2016:**  
**\$136.80 biennially; and**

(3) **Effective April 1, 2018:**  
**\$140.95 biennially.**

(b) auxiliary employees who have worked in excess of 210 hours up to:

(1) Effective November 7, 2012  
\$66.75 biennially; **and**

(2) **Effective April 1, 2016:**  
**\$68.40 biennially; and**

(3) **Effective April 1, 2018:**  
**\$70.50 biennially.**

Part-time regulars shall be prorated.



### **13.4 Work Clothing – Distribution Centres**

(a) Regular warehouse workers and auxiliary warehouse workers who have worked 1827 hours in three pay periods shall, upon request, be provided with an initial issue of the following work clothing:

- 2 pair of pants
- 3 shirts

Upon request, the initial issue of work clothing for auxiliary employees who have worked in excess of 30 days shall be:

- 2 pairs of pants
- 2 shirts

(b) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is necessary.

(c) It shall be the responsibility of the employee to maintain, clean, and/or repair washable clothing provided to the employees by the Employer.

(d) All apparel supplied by the Employer shall be union made and bear a union label.

(e) Changes and choices in the style or colour of apparel shall be made after consultation between the parties.

## **ARTICLE 14 - GENERAL CONDITIONS**

### **14.1 Fork Lift Assignments - Warehouse**

(a) Except as otherwise provided in this article:

(1) Warehouse worker II who are qualified and capable will be assigned fork lift driving duties as in order of seniority.

(2) Under no circumstances will an auxiliary employee be employed as a fork lift operator where a regular employee is available and capable. When such duties are to be assigned to an auxiliary, they are to be rotated on an equitable basis.

(b) The provisions of this article do not apply to periods of work assignment of less than a shift or when an employee is being trained.

## **14.2 Working Environment**

The parties agree that a safe and clean working environment is essential in order to carry out work assignment in a satisfactory manner.

It will be the Employers responsibility to ensure that all working areas are maintained in a safe and clean condition.

## **14.3 Lunch Area Facilities - Retail and Licensee Stores**

(a) The Employer will provide a table, chairs, and a clock in the lunchroom area.

(b) Where space will permit, in or adjacent to the lunchroom area, employees may provide a refrigerator, pop machine, and electric kettle.

(c) Lunchroom areas and toilet facilities will not be used for storage.

#### **14.4 Conflict of Duties**

Except in emergencies, duties which could be considered as normally being performed by tradesman, listed in the Environmental, Technical and Operational Component Agreement, shall not be assigned to store staff.

#### **14.5 Written Examinations for Promotion**

(a) When an applicant for promotion is on relief duty and not readily available to write required examinations, they shall be provided the opportunity to sit for such examination.

(b) Where an employee fails to pass a required examination they shall be eligible to write the examination at the first available opportunity after completion of an additional six months service.

#### **14.6 Training**

The local supervisor shall be responsible in a work unit for providing job training on an equitable basis to employees filling vacant or new positions and for retraining other employees where necessary.

#### **14.7 Transfer of Regular Employees**

In the retail store system, a regular employee who wishes to transfer from their present worksite location to another worksite location within the same geographic or headquarters location, shall notify their Area Manager in writing of their request. The employee shall be entitled to move not more than once in a two year period. This request will be considered in a fair and equitable manner,

subject to operational requirements and the employee shall receive a written decision within 90 days.

#### **14.8 Personal Property**

Where an employee's personal property, utilized in the performance of their duties, is damaged by a customer while the employee is carrying out their duties, and the damages are not covered by the Workers' Compensation Board, the Employer shall reimburse the employee for the necessary repairs or damage to the employees personal property if it can be shown that there was no negligence on the part of the employee.

### **ARTICLE 15 - TERMS OF AGREEMENT**

#### **15.1 Duration**

This Agreement shall be binding and remain in effect until midnight March 31, **2019**.

#### **15.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, **2019**, but in any event not later than midnight January 31, **2019**.

(b) Where no notice is given by either party prior to January 31, **2019**, both parties shall be deemed to have been given notice under this clause on January 31, **2019**, and thereupon the commencement of bargaining will apply.

(c) All notices on behalf of the Union shall be given by the President of the Union or a designate, and similar

notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

### **15.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 15.2 of this Agreement, the parties shall, within 14 days after notice was given, commence collective bargaining.

### **15.4 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **15.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining unless changed by the Master Agreement.

### **15.6 Effective Dates of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect on **April 1, 2014**.

**SIGNED ON BEHALF OF  
THE UNION:**

Darryl Walker  
President

Craig MacKay  
Chairperson

Kimberlee MacGregor  
Bargaining Committee Member

Kusuam Doal  
Bargaining Committee Member

Keith Stone  
Bargaining Committee Member

Brenda Vaillancourt  
Bargaining Committee Member

Dan Cahill  
Director

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

Steven MacCarthy, BCPSA  
Senior Labour Relations Specialist

Paddy Bradley, BCPSA  
Senior Labour Relations Specialist

Mike Procopio, Executive Director  
Human Resources- LDB

Kelly Wilson, Executive Director  
Retail Services - LDB

Gary Branham, Director  
Store Operations - LDB

Ken McDonnell, Director  
Warehouse Operations - LDB

Rita Ferrara, Director  
Employee Relations & Occupational  
Health-LDB

Dated this 27<sup>th</sup> day of January, 2014.

## APPENDIX 1

### Single Store Geographic Layoff and Recall Areas

149	Abbotsford	105	Masset
225	Alert Bay	165	Meadowtown
215	Armstrong	29	Merritt
138	Barriere	202	Nakusp
232	Bella Coola	32	Nelson
117	Broadway & Maple	74	New Denver
73	Burns Lake	31	New Westminster
78	Castlegar	205	Nicola Station
226	Chase	217	North Burnaby
238	Chetwynd	77	Northgate
88	Clearwater	221	100 Mile House
201	Clinton	228	Park Royal
113	Collingwood-Kingsway	155	Pender Island
153	Como Lake	40	Port Alberni
75	Creston Valley Mall	128	Port Alice
212	Dawson Creek	236	Port Hardy
131	Elkford	115	Port McNeill
13	Fernie	205	Port Moody
182	Fleetwood	41	Powell River
222	Fort Nelson	174	Prince George Pine Centre
248	Fort St. James	35	Prince Rupert
3	Fort St. John	37	Princeton
218	Fort Street	211	Queen Ch. City
91	Fraser Lake	43	Quesnel
95	Fruitvale	45	Revelstoke
134	Gabriola Island	76	Richmond Brighouse
204	Ganges	120	Richmond Ironwood
16	Golden	244	Richmond Seafair
55	Gold River	44	Rossland
<b>124</b>	<b>Gorge &amp; Tillicum</b>	207	Salmo
15	Grand Forks	46	Smithers
14	Greenwood	229	Sooke
65	Haney	28	Sparwood
227	Hazelton	208	Squamish
71	Hope	47	Stewart
99	Houston	52	Terrace
234	Hudson Hope	160	39 <sup>th</sup> & Cambie
79	Kamloops Columbia Place	129	Thurlow & Alberni
18	Kaslo	118	Tofino

148	Kelowna Mission Park	51	Trail
167	Kelowna Orchard Park	169	Tumbler Ridge
143	Kelowna Westbank	216	Ucluelet
19	Keremeos	96	Valemont
213	Kitimat	81	Vanderhoof
67	Lake Cowichan	135	Vernon
158	Langley	125	Westhore
23	Lillooet	163	Westood-Centre
139	Logan Lake	63	Williams Lake
214	Lumby	166	Winfield
26	McBride	100	Wholesale Customer Centre
106	Mackenzie	231	Wholesale Customer Centre

## **APPENDIX 2**

### **Multiple Store Geographic Layoff and Recall Areas**

<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
1	94	Bute Street
	112	Cardero
	191	Yaletown
	53	Harbour Centre
	233	Robson
2	111	Commercial Drive
	187	Brentwood
	300	Broadway & Lillooet
3	177	8 <sup>th</sup> and Cambie
	237	28 <sup>th</sup> and Main
	123	Kingsgate Mall
	194	Champlain Square
4	038	Marpole
	90	Jericho Village
5	192	UBC Market Place
	102	Dunbar
	136	Arbutus
	210	Kerrisdale



<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
6	<b>193</b>	<b>Byrne Road</b>
	220	HighGate Village
	203	South Burnaby
	97	Royal Square
10	241	Nordel Crossing
	145	Scottsdale
	172	Kings Cross
11	240	Guildford
	122	Whalley
12	127	Fort Langley
	186	Walnut Grove
	70	Cloverdale
	13	189
27		Mission
109		Aldergrove
14	64	Agassiz
	7	Chilliwack
	170	Sardis
16	25	Ladner
	98	Tsawwassen
17	110	Ocean Park
	183	Penninsula Village
	6	Semiahmoo
	18	72
152		Capilano Mall
175		Caulfeild
107		Westview
19		133
	247	Lynn Valley
	196	Esplanade
20	150	James Bay
	161	Blanshard Square
	178	Fairfield
22	181	Broadmead Village
	242	Saanich
	140	Cedar Hill

<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
23	50	Sidney
	59	Trafalgar Square
24	206	Chemainus
	12	Duncan
	173	Mill Bay
25	24	Ladysmith
	33	Nanaimo Port Place
	188	Nanaimo Longwood
	243	Nanaimo Terminal Park
26	42	Parksville
	157	Parksville North
	34	Qualicum
28	235	Comox
	10	Courtenay
	8	Cumberland
29	5	Campbell River
	185	Willow Point
30	80	Gibsons
	93	Madeira Park
	230	Sechelt
31	302	Whistler
	179	Whistler Marketplace
	101	Pemberton
	195	Whistler Creekside
33	130	Penticton Plaza
	86	Summerland
34	69	Oliver
	83	Osoyoos
36	147	Kamloops Westsyde
	223	Kamloops North
37	49	Enderby
	48	Salmon Arm
	92	Sicamous
38	2	Ashcroft
	60	Cache Creek

<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
39	17	Invermere
	245	Radium
40	009	Cranbrook
	066	Kimberley
41	154	Prince George College Heights
	114	Prince George Hart

### **APPENDIX 3**

#### **Distribution Centre Layoff and Recall Areas**

1. Vancouver Distribution Centre (3200 East Broadway Warehouse)
2. Kamloops Distribution Centre

### **APPENDIX 4**

1. The purpose of this appendix is to put into operation the agreement reached during the 1988 Master negotiations concerning the conversion of auxiliary employees to regular status.
2. Using September 1, 1988 as the reference date, auxiliary employees who satisfy one of the Ready formulae shall be converted to regular status. It is agreed that the operation of this paragraph shall result in the conversion of not less than 200 employees.
3. Auxiliary employees who satisfy one of the Ready formulae on a date subsequent to September 1, 1988 shall be converted to regular status at that time.

4. All employees who have been converted to regular status since November 1, 1983, and all employees who are converted under paragraphs 2 or 3 above, shall be assigned a seniority date which shall be the date on which he or she first satisfied one of the Ready formulae, provided that in no event will a regular seniority date earlier than November 1, 1983 be assigned. It is understood and agreed that the assignment of a retroactive seniority date is for future application only.

5. Employees converted under paragraphs 2 or 3 above shall be assigned to a single store in like manner as other regular employees.

6. Where a shift schedule as outlined in Article 7 of this Component Agreement is available at the time of conversion, the employee(s) converted shall be assigned thereto. Where such is not available, the Employer may, for the purpose of facilitating conversion, assign the employee(s) to a seven-hour x five-day per week shift schedule. Thereafter, when vacancies arise in a shift schedule as outlined in Article 7, the converted employees shall be assigned thereto in order of seniority in that block.

7. Apart from the foregoing, all rights and benefits pertaining to regular employees generally shall pertain to employees converted to regular status under this appendix.

8. It is expressly understood and agreed that this appendix is solely for the purpose of facilitating the conversion of auxiliary employees to regular status; further, that it shall not be interpreted or administered in a manner which would undermine the provisions of Article 7 of this Component Agreement.

9. The terms of this appendix, to the extent applicable, shall be utilized in the resolution of the grievances existing at this date under Clause 31.1(b).

10. The parties hereby appoint Vince Ready and Chris Sullivan whose jurisdiction it shall be to resolve by binding decision any disputes as to the interpretation or application of this appendix. The umpire shall hear and decide any such disputes, by briefly worded decision, within 30 days of them being referred to him. The umpire may determine his own procedures consistent with natural justice. Both parties shall cooperate to ensure an expeditious proceeding, and shall cooperate with requests by the umpire for data or information.

Effective April 1, 2010, the umpire shall be Vince Ready and Chris Sullivan.

## **APPENDIX 5**

### **Re: Regular Part-Time Employees Appointed Prior to April 1, 2006**

This appendix applies to the two current part-time employees currently working in the following stores:

- Mill Bay GLs #173
- Whistler Marketplace GLs #179

Part-time regular employees appointed to April 1, 2006, will be grandparented in respect of all terms and conditions of employment which are listed below:

### 1. *Minimum Hours*

The minimum hours to be scheduled for regular part-time employees is one-half time (17.5 hours per week, 35 hours biweekly).

Regular part-time employee shifts will be a minimum of four hours in length.

### 2. *Letter of Appointment*

Regular part-time employees will receive a letter of appointment which confirms the weekly or biweekly regular hours to be scheduled.

Regular part-time employees will declare their option to work additional hours up to full-time and the days and shifts they will be available.

The declaration will be provided to the Employer on a quarterly basis in January, April, July and October and such declaration(s) will be included on the employees personnel file.

### 3. *Service Seniority*

Regular part-time employees who opt to work additional hours will earn regular service seniority for all additional straight-time hours worked, in accordance with Master Agreement Clause 11.1 - Seniority Defined.

### 4. *Declines of work*

Regular part-time employees who have opted to work additional hours beyond their regular hours, as

confirmed in the letter of appointments, will not have the option to decline pre-scheduled offers of additional hours.

A regular part-time employee who is unavailable for, or declines an offer to work additional hours of a daily recall nature, on two occasions will not be offered additional hours for the remainder of the current quarter.

#### 5. *Work Assignments*

Regular part-time employees will be assigned to a single store and will have access to additional hours in that store only.

Regular part-time employees on layoff and who have opted to be placed on the auxiliary recall list will be entitled to recall to available work in each store in the seniority block in accordance with Master Agreement Article 13. This provision does not restrict the employees right to restrict their hours of availability as outlined in Clause 31.5 of the Master Agreement or Article 12 of the RS&W Component Agreement.

#### 6. *Short and Long-Term Disability*

Eligibility for benefits pursuant to Appendix 4 of the Master Agreement will be based on the regular part-time hours as stated in the letter of appointment.

Appendix 4 does not apply where a regular part-time employee has opted for additional hours and is unable to work due to illness or injury when such work become available.

7. *Vacation Pay of Additional Hours*

Vacation entitlement pursuant to Master Agreement Clause 18.1(d) will be based upon the straight-time hours worked by the regular part-time employee.

8. *Agreement Not to Apply*

Except as otherwise agreed, Article 31 does not apply to regular part-time employees.

**INFORMATION APPENDIX 2**

**Re: Regular Part-Time Employees Service Benefits,  
Paid Time Off and Other Allowances**

Prorated

- Service seniority (one years' service seniority for every 1827 hours completed)
- Vacation
- Paid Holidays
- Master Agreement 20.12 – Maximum Leave Entitlement
- STIIP
- LTD
- Superannuation
- Canada Pension Plan\*
- Employment Insurance\*
- Workers' Compensation Board\*
- Group Life\* (only entitled to minimum)



\* is only prorated to the extent that the benefit is based on the Employees part-time salary.

#### Not Prorated

- Basic Medical Insurance
- Extended Health Care Plan
- Dental Plan
- Air Travel Insurance

#### Others

- Overtime (paid in accordance with Clause 16.10 of the BCGEU Master Agreement)
- Annual increment (eligibility based on acquisition of 1827 hours since last increment)

### **MEMORANDUM OF UNDERSTANDING 1**

#### **Re: Liquor Distribution Branch Training Initiatives**

The parties agree that it is important that employees maintain and improve skills both to keep their present skills up to date and to provide for career development.

Training shall be a priority and to that end the following will be undertaken:

1. to ensure there is Branch-wide communications of training programs;
2. to ensure all employees are provided the training programs applicable to their job.

The parties are dedicated to ensuring the Clause 3.2 Committee responds to changing education and training needs within the Branch.

The Branch's policies on Educational Leave, Development Leave and Tuition Subsidy Program will be posted in all retail stores and warehouses.

## **MEMORANDUM OF UNDERSTANDING 2**

### **Re: Hours of Operation**

#### **Warehouse Operations**

The Employer intends to operate on a 24-hour, 7-day basis; however, effective the date of ratification, the hours of operation will be from 11:30 p.m. Sunday through Saturday.

At such time as the Employer intends to operate on Sunday, the Union will be provided 60 days' notice of such change in the hours of operation.

Dated: April 1, 2010.

## **MEMORANDUM OF UNDERSTANDING 3**

### **Re: Employment of Seasonal Employees**

Seasonal employees are intended to supplement the staff complement at peak volume periods as prescribed below:

1. Seasonal employees (SEs) can be appointed for a maximum of 100 days per calendar year during the prescribed peak volume periods.

2. No SEs will be recalled to work until auxiliary employees in the recall area have been offered such work.

3. SEs do not earn service seniority and are considered as and when required status.

4. Article 31 will not apply to SEs and at the conclusion of their term certain appointment, they shall be considered terminated for cause.

5\*. In store operations, SEs may work, subject to (2) above, during the period of July 1 to Labour Day and/or December 1-31. A training period of up to three – four days may be utilized prior to July 1.

6\*. In warehouse operations, SEs may work subject to (2) above from mid-November to December 31 and/or July 1 to Labour Day. A training period of up to one week may occur prior to mid-November and/or July 1 seasons. It is understood there is limited flexibility around Canada Day of three - four days.

7. The rate for SEs will be grid G1 in Appendix 3G of the Master Agreement.

8. The Employer shall provide to the Union a list, by recall unit, of all hours worked by SEs before March 31 of each year.

\* It is understood there is limited flexibility around Labour Day of three - four days on either end.

## **MEMORANDUM OF UNDERSTANDING 4**

### **Re: Pre-Scheduling and Recall to 5 Hour and Split Shifts**

In pre-scheduling auxiliaries and laid-off regulars working in the liquor stores, in accordance with Clause 12.3 of the RS&W Component Agreement, the parties agree that the Employer can pre-schedule five hour shifts. These five hour shifts shall be considered to be full-length shifts, and employees can normally be prescheduled up to five days per week.

No employee shall be allowed to work in excess of six days per week.

In recognizing that employees may wish to maximize the work made available to them through the recall process up to a maximum of 35 hours per week, these employees will have the option to voluntarily be prescheduled or recalled for split-shifts. This would allow them to be prescheduled or recalled for more than one shift per day, dependent upon the work available and their relative seniority on the auxiliary recall list. Depending upon their position on the auxiliary recall list, these employees will be scheduled or recalled to a maximum of 10 hours per day and 35 hours per week before incurring overtime pay.

Those employees wanting to volunteer to work six days per week and/or volunteer to be prescheduled or recalled for split shifts will be required to indicate in writing that they are available to be prescheduled or recalled for either or both of these options. Should an employee wish to cancel their availability for one or both of these options, the employee may do so by providing the Employer with ten days written notice.

In an effort to maximize the shifts available to employees on recall in stores, the LDB will implement the following revisions to the current Recall procedures:

1. Stores requesting shifts for pre-scheduling will keep all full blocks of work intact (a full block of work is any combination of shifts, from one store, that totals 35.00 hours). All remaining full-length shifts (5.00 hours or greater) will be considered as separate and individual requests for work. This will allow Recall supervisors to combine those single shifts with single shifts from other stores to maximize employee workweeks. While this eliminates the concept of part-blocks of work, Recall supervisors will attempt to keep shifts at the same store together as much as possible.

2. When a longer shift becomes available through daily callout, the Recall supervisor will make one phone call to the most senior employee on recall who has been pre-scheduled for a 5.00-hour shift that day. This call will be documented on the recall records. The senior employee will then have the option of accepting or refusing the longer length shift. There will be no penalty (decline) for auxiliaries who turn down such an offer; however, the employee would still be expected to work the previously pre-scheduled 5.00-hour shift. If no contact is made with the senior employee, the longer shift will be offered to the next most senior employee pre-scheduled for a 5.00-hour shift. If none of the employees pre-scheduled for 5.00-hour shifts can be contacted or if they all turn down the offer, the shift will then be assigned in accordance with the normal daily recall procedures.

3. If a subsequent longer length shift becomes available (even if it is longer than the first), it will be offered to the next-most senior employee pre-scheduled for a 5.00-hour shift that was not contacted in the process outlined in #2 above. Recall supervisors should not go back and offer the subsequent shift to the first employee. The longest known shift at the time rule will apply. Again, if the subsequent shift cannot be given to an employee pre-scheduled to work 5.00-hour shifts, then it will be assigned through the normal daily recall procedures.

4. Where an employee has been pre-scheduled for five x 5.00-hour shifts in a week and a shift becomes available through daily recall on a day that they were not pre-scheduled to work the shift will be offered to the employee in the attempt to maximize his or her workweek. The employee must accept the shift in accordance with normal recall procedures (i.e., incurring a decline or not, depending on whether they have volunteered to work six days pursuant to 1. above).

This memorandum is in effect for the term of the 17<sup>th</sup> Component Agreement.

**MEMORANDUM OF UNDERSTANDING 5**  
**Re: The Payment of Auxiliary STIIP Benefits**

The parties have agreed upon a process for determining how Short Term Illness and Injury Plan (STIIP) benefits will be paid to eligible auxiliary employees.

## 1. *Eligibility for STIIP Benefits*

Auxiliary employees are eligible for STIIP benefits if they meet the conditions outlined in Clauses 31.5 and 31.12 or the conditions outlined in Memorandum of Understanding 14 of the 17<sup>th</sup> Master Agreement. They must:

- (a) Have attained their 1827 status by having worked 1827 hours in 33 pay periods and maintained that status.
- (b) Call in on a daily basis, during the designated call-in period, and inform the Recall Supervisor that the reason they cannot work is due to illness or injury. For lengthy illnesses, the requirement to call in on a daily basis may be waived once the employee has provided acceptable medical documentation that supports an extended absence.
- (c) Have been offered work or would have received an offer of work if not for the illness or injury.
- (d) Have met the requirement for proof of illness as required in the Collective Agreement.

Auxiliary employees who have met the eligibility requirements outlined above will be entitled to receive paid STIIP benefits as set out below.

## 2. *Work Offered Through Daily Recall*

- (a) An 1827 status auxiliary on daily recall will be eligible for paid STIIP benefits if the employee calls in, during the designated call-in period, and informs the Recall Supervisor that they cannot work due to illness or injury. If a junior auxiliary is then called out to perform

the work that would otherwise have been given to the ill employee, the ill auxiliary will be paid STIIP benefits.

(b) The amount of STIIP benefits paid to the ill employee will be based upon the actual amount of hours worked by the junior employee. This may be for the same number of hours that the ill employee was originally scheduled to work if the shift was fully replaced, a lesser amount of hours if the shift was only partially replaced, or for no hours if the shift was not replaced. The amount of STIIP benefits paid may also be for more hours than the ill employee was originally scheduled if the junior auxiliary is required to work a longer shift (as long as the additional hours plus the hours already worked and any remaining pre-scheduled shifts do not place the ill employee in an overtime situation).

(c) The work to which the junior auxiliary is recalled applies only to the shift that the ill auxiliary would have worked. Overtime worked by any employee is not the equivalent of the recall of a junior auxiliary.

(d) The fact that junior auxiliaries may already be working does not entitle the ill employee to STIIP benefits. A junior auxiliary has to be specifically recalled to replace all or part of the ill auxiliary's shift.

(e) STIIP benefits, under this requirement, are only paid to one auxiliary employee per replacement shift.

(f) For the purpose of determining an ill auxiliary's entitlement to STIIP benefits, a seasonal employee will be considered to be the same as a junior auxiliary. That is, if a seasonal employee is recalled to work in place of



the ill auxiliary, the ill auxiliary will be entitled to STIIP benefits.

### 3. *Pre-Scheduled Work of One Week or Less*

Pursuant to Clause 31.12(d), an auxiliary employee who has been pre-scheduled to work for one week or less is entitled to STIIP benefits if they commence work and work at least one-half of one shift of that assignment. If an auxiliary does not work one-half of one shift of a pre-scheduled assignment, Clause 2 (Work Offered Through Daily Recall) above applies and they may be eligible for STIIP benefits if they are replaced on a daily basis.

(a) Once one-half of a shift of a pre-scheduled assignment has been worked, an auxiliary who becomes ill will be eligible for STIIP benefits for every remaining shift or part shift of the pre-scheduled assignment. STIIP benefits will be based on the shift length that the employee had been pre-scheduled to work.

In order to meet the requirement of working one-half day, the auxiliary must actually attend work for one-half day. Vacation, statutory holidays and other paid or unpaid leaves do not count as time worked. Training, travel time, and other assignments outside of the workplace count as time worked.

(b) The payment of STIIP benefits during a pre-scheduled work assignment is conditional on the employee calling in on a daily basis, during the established call-in period, to notify the supervisor that they are unable to work due to illness or injury. Once the employee has provided acceptable medical

documentation that supports their continuing inability to work, the employee will no longer be required to call in on a daily basis and will be paid STIIP benefits in accordance with the length of each remaining shift in the initial pre-scheduled assignment and in any subsequently pre-scheduled assignment.

(c) The daily recall procedures apply on any day that an auxiliary employee is not pre-scheduled during a week. That is, the employee would only be paid STIIP benefits if they called in sick during the call-in period, would have been recalled for work that day, and the work was replaced by a junior employee.

#### 4. *Assignments of Greater than One Week*

Pursuant to Clause 31.12(d), an auxiliary employee who has been pre-schedule to work an assignment of one week or longer (a lock-in assignment) is entitled to STIIP benefits if they commence work and work at least one-half shift of that assignment. If an auxiliary does not work one-half of one shift of a pre-scheduled assignment, Clause 2 (Work Offered Through Daily Recall) above applies and they may be eligible for STIIP benefits if they are replaced on a daily basis.

(a) In order to meet the requirement of working one-half day, the auxiliary must actually attend work for one-half day. Vacation, statutory holidays and other paid or unpaid leaves do not count as time worked. Training, travel time, and other assignments outside of the workplace count as time worked.

(b) An auxiliary employee who is unable to commence work and work at least one-half of a shift of a lock-in is

entitled to STIIP benefits for the first five workdays if their shift is replaced, in accordance with Clause 2 (Work Offered Through Daily Recall) above. Once the employee has provided acceptable medical documentation that supports their continuing inability to work, STIIP benefits will be paid in accordance with the shift lengths that had originally been scheduled for the balance of the assignment of greater than one week.

(c) STIIP benefits would continue to be paid until the end of the assignment and during any immediately following lock-in assignment (as long as the employee continues to submit acceptable medical documentation on a monthly basis) until the STIIP benefits period is exhausted or the employee is able to return to work, whichever occurs first.

(d) Where a subsequent lock-in assignment is not available, an auxiliary who continues to remain sick beyond the end of a lock-in assignment will be paid STIIP benefits based on the applicable rules for the term of the assignment that immediately follows (i.e., daily recall or pre-scheduled work).

#### 5. *Cessation of Auxiliary STIIP Benefits*

Where an auxiliary fails to advise their supervisor on a daily basis of their inability to work due to illness or fails to provide medical documentation as required, their entitlement to STIIP benefits will end.

#### 6. *Calculation of Auxiliary STIIP Benefits*

Auxiliary STIIP benefits will be calculated pursuant to Clause 31.12(e) of the Master Agreement.

The terms of this Memorandum of Agreement shall come into force and effect on April 1, 2012, except as otherwise specified.

## **MEMORANDUM OF UNDERSTANDING 6**

### **Re: Warehouse Worker 3 Positions in the Vancouver and Kamloops Distribution Centres**

The parties have agreed to the following amendments to the 15<sup>th</sup> Retail Stores and Warehouse Component Agreement:

1. Future vacancies at the Warehouse Worker 3 level after the date of the signing of this Memorandum of Agreement will be posted and filled through the regular competition process outlined in Article 12 of the Master Agreement.

Future vacancies will be posted by shift requirement (e.g., day shift; afternoon shift or night shift). Warehouse Worker 3s who wish to move to another shift would be required to apply and be successful through the competition process to change shifts.

2. Movement between shifts will be based on service seniority. Where a full-time Warehouse Worker 2 vacancy becomes available in the future, the most senior full-time regular Warehouse Worker 2 or full-time regular Warehouse Worker 3 working on another shift will be given the first opportunity to fill the vacant position. When a Warehouse Worker 3 elects to fill a vacant Warehouse Worker 2

position, he or she will be deemed to have taken a voluntary demotion. This resulting vacancy will then be posted and filled by competition.

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