

**TWELFTH COMPONENT AGREEMENT**

between the

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

represented by the

**PUBLIC SERVICE EMPLOYEE  
RELATIONS COMMISSION**

and the

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

representing employees of the

**RETAIL STORES & WAREHOUSE  
COMPONENT**

Agreement made this 24th day of July, 2000

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## 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 work places 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 and three stewards on the afternoon 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 employees' 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.

(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 employee's 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 cashier's 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**

##### **7.1 Hours of Work - Warehouse**

(a) *Hours of Work - Vancouver Distribution Centre*

(1) Hours of work for employees in the warehouse shall be scheduled to begin no earlier than 7:00 a.m. and end no later than 12:00 midnight on the following basis, except as provided in (4):

(i) For those employees working shifts the hours of work shall be: Day Shifts - five 7-hour shifts Monday to Friday;

(ii) *Afternoon Shifts* - four 8<sup>3</sup>/<sub>4</sub>-hour shifts, Monday to Thursday, and Tuesday to Friday;

(iii) Regular employees who, as a result of the shift pattern do not complete the annual hours of

work requirement, will be assigned one day each year in addition to their regular shifts to further their understanding of the distribution process. The additional day will be scheduled on a Monday or Friday as appropriate.

(2) Regular employees working on afternoon shift shall rotate onto day shift every two weeks. During the 15-minute overlap period and in instances where specialized duties are not sufficient to keep employees fully occupied, they may be assigned other duties.

(3) Hours of work for employees on night shift shall be five 7-hour shifts, beginning at 11:30 p.m. and ending at 7:00 a.m. Monday to Friday, commencing Sunday at 11:30 p.m. In order to provide the necessary staff, employees may volunteer for the night shift.

Failing this provision an equitable shift rotation system will provide the necessary staff.

(4) No employee shall be required to work a split shift.

(b) *Hours of Work - Kamloops Distribution Centre*

(1) The hours of work shall be scheduled on the basis of five day shifts, Monday to Friday each week except every third week when a four-day workweek shall apply. The shift pattern, therefore, shall be 5:2, 5:2, 4:3.

(2) The length of each shift shall be seven hours and 30 minutes and each shift shall begin at 7:30 a.m. and shall end at 3:30 p.m.

**7.2 Hours of Work - Retail and Licensee Stores**

The hours of work shall be scheduled not earlier than 6:00 a.m. and end no later than 12:15 a.m., and are subject to the following provisions:

(a) Employees may volunteer for a shift commencing earlier than 7:00 a.m. Failing this, an equitable shift rotation system will provide the necessary staff.

(b) No employee shall be required to work a split shift.

(c) Shift schedules shall be posted 14 days prior to the start of the shift schedule and shall cover the following **Liquor Distribution Branch fiscal period**.

(d) All one person stores and licensee stores will be scheduled for five 7-hour shifts. Shifts will be scheduled on a fair and equitable basis.

(e) All merchandise clerks in stores closing no later than 9:00 p.m. will be scheduled for four 8<sup>3</sup>/<sub>4</sub>-hour shifts plus an additional one hour every three weeks to meet the annual hours of work requirement. Shifts will be scheduled on a fair and equitable basis.

(f) All merchandise clerks in multiple shift stores will be scheduled within a "nine-day fortnight" consisting of:

- one week of four times 8<sup>3</sup>/<sub>4</sub>-hour days and
- one week of five times seven-hour days, plus an additional one hour every six weeks to meet the annual hours of work requirement.

Shifts will be scheduled on a fair and equitable basis.

(g) Assistant managers will be scheduled as follows:

- A nine-day fortnight consisting of one four-day 35-hour week and one five-day 35-hour week;

OR

- When requested by the assistant manager, a four-day 35-hour week.

The length of shift to remain flexible with no shift exceeding nine hours per day or less than five hours per day.

Shifts will be scheduled on a fair and equitable basis to suit operational requirements and to meet the annual hours of work requirement.

The above schedules will not restrict store managers' ability to set their own hours of work.

(h) Store Managers shall schedule their own hours of work. Such schedules shall meet both the 35-hour week and the annual hours of work requirements. The length of any shift shall not exceed nine hours per day nor be less than five hours per day.

### **7.3 Hours of Work - Retail and Licensee Stores – Night Shift Provision**

(a) Notwithstanding Clause 7.2 where a night shift is required, the Employer may schedule employees for duties beginning no later than 12:00 midnight and ending no earlier than 6:00 a.m.

(b) In order to provide the necessary staff, employees may volunteer for the shifts listed in (a) above. Failing this provision, an equitable staff rotation system will provide the necessary staff.

### **7.4 Hours of Work - Concession Stands - Retail Stores**

(a) Subject to operational requirements the hours of work for all full-time employees engaged as concession clerks will be within the same hours as laid down for the clerks in the store in which they are located.

(b) Where operational requirements permit concession clerks will be scheduled the same length of shift as clerks employed in the liquor merchandising area of the store.

The Employer may initiate a schedule of five 7-hour shifts to maximize the efficiency of this type of operation.

## **7.5 Days Off**

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

## **7.6 Shifts**

The Employer will fill Article 7, modified workweek shifts that become known, and available, on the following basis:

- (a) If the shift is of a duration of one month but less than four months it will be offered to the senior regular within the seniority block working a five day by seven-hour shift pattern and failing that, to the most senior employee on the recall list.
- (b) If the shift is one week or greater but less than one month, it will be offered to the senior regular working a five-day by seven-hour shift in the store and failing that, to the senior employee on the recall list.
- (c) When two or more known vacancies abut one another, the cumulative time will be considered as one vacancy.

## **ARTICLE 8 - MEAL BREAKS**

### **8.1 Warehouse**

Meal breaks shall be uninterrupted and of one-half hour duration. Meal breaks for the 12:00 midnight shift shall be mutually determined by the Employer and the Union.

## **8.2 Retail and Licensee Stores**

Meal periods shall be uninterrupted and scheduled as close as possible to the middle of the workday or shift and wherever possible to correspond to dining room facilities where such facilities are available. 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.

### **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 employee's 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 31st, 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 1st to September 30th, 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) merchandise 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 carry-over during the prime time vacation period.

### **10.3 Vacation Schedules**

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

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

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

(e) 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 31st.

## **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) The Employer shall not unreasonably withhold agreement on an auxiliary employee's specification of days and/or times of availability.

(i) 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.

(j) 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) Merchandise 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 employee's 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, an allowance shall be paid, upon production of a receipt, once per calendar year, on the following basis:

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

**Effective April 2, 2000      \$55.00**

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

**Effective April 2, 2000      \$27.50**

Part-time regulars shall be prorated.

## **ARTICLE 14 - GENERAL CONDITIONS**

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

(a) Except as otherwise provided in this Article:

(1) Warehouseworker 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 Employer's responsibility to ensure that all working areas are maintained in a safe and clean condition.

### **14.3 Clean-up**

All employees within a warehouse complex shall be allowed 10 minutes prior to completion of a shift for the purpose of ablution duties. Those employees not wishing to participate will work until completion of their shift.

### **\* 14.4 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.

### **14.5 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.

### **14.6 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.

### **14.7 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.

#### **14.8 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 a **decision** will be **made** within **six months** of its submission.

#### **14.9 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 employee's 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, 2001**.

#### **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, 2001**, but in any event not later than midnight **January 31, 2001**.

(b) Where no notice is given by either Party prior to **January 31, 2001**, both Parties shall be deemed to have been

given notice under this Clause on **January 31, 2001**, 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 their designate and similar notices on behalf of the Employer shall be given by the Commissioner of the Public Service Employee Relations Commission.

### **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 the date of signing of this Component Agreement.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Valerie Mitchell  
Commissioner

\_\_\_\_\_  
Robin Rutherford  
Chairperson

\_\_\_\_\_  
Ron E. McEachern  
Deputy Commissioner

\_\_\_\_\_  
Candace Cowan  
Member

\_\_\_\_\_  
Al Isbister  
Senior Labour Relations  
Officer

\_\_\_\_\_  
Charlene Powell  
Member

\_\_\_\_\_  
Larry Dumma  
Member

\_\_\_\_\_  
Jaynie Clark  
Advocacy Coordinator

Dated: \_\_\_\_\_, 20 \_\_\_\_.

## APPENDIX 1

### SINGLE STORE GEOGRAPHIC LAYOFF AND RECALL AREAS

225	Alert Bay	26	McBride
138	Barriere	106	Mackenzie
171	Bella Bella	105	Masset
232	Bella Coola	29	Merritt
73	Burns Lake	202	Nakusp
<b>78</b>	<b>Castlegar</b>	32	Nelson
226	Chase	74	New Denver
238	Chetwynd	221	100 Mile House
88	Clearwater	155	Pender Island
75	Creston <b>Valley Mall</b>	128	Port Alice
212	Dawson Creek	236	Port Hardy
131	Elkford	115	Port McNeill
13	Fernie	41	Powell River
222	Fort Nelson	37	Princeton
248	Fort St. James	35	Prince Rupert
3	Fort St. John	211	Queen Ch. City
91	Fraser Lake	<b>43</b>	<b>Quesnel</b>
<b>95</b>	<b>Fruitvale</b>	45	Revelstoke
134	Gabriola Island	<b>44</b>	<b>Rossland</b>
204	Ganges	207	Salmo
16	Golden	46	Smithers
55	Gold River	229	Sooke
15	Grand Forks	28	Sparwood
14	Greenwood	208	Squamish
227	Hazelton	47	Stewart
71	Hope	56	Tahsis
99	Houston	52	Terrace
234	Hudson Hope	118	Tofino
18	Kaslo	<b>51</b>	<b>Trail</b>
19	Keremeos	169	Tumbler Ridge
213	Kitimat	216	Ucluelet
67	Lake Cowichan	96	Valemont
23	Lillooet	81	Vanderhoof
139	Logan Lake	63	Williams Lake
209	Lytton		

## APPENDIX 2

### MULTIPLE STORE GEOGRAPHIC LAYOFF AND RECALL AREAS

- \* Denotes store maintaining seniority list
- \*\* Denotes recall seniority list at Head Office
- \*\*\* Denotes seniority list maintained at Area Manager's Office

Unit No.	Store No.	Area
1	64	Agassiz
	7	Chilliwack
	170	<b>Sardis*</b>
2	1	Abbotsford*
	<b>189</b>	<b>Abbotsford Village</b>
	109	Aldergrove
	149	Clearbrook
	27	Mission
3	215	Armstrong
	214	Lumby
	62	Vernon
	135	Vernon Square
4	2	Ashcroft
	60	Cache Creek*
	201	Clinton
6	206	Chemainus
	12	Duncan*
	173	Mill Bay
7	235	Comox*
	10	Courtenay
	8	Cumberland

Unit No.	Store No.	Area
8	80	Gibsons*
	93	Madeira Park
	230	Sechelt
9	79	Kamloops Columbia Place
	223	Kamloops North*
	21	Kamloops <b>Thompson Park</b>
	108	Kamloops Valleyview
	147	Kamloops Westsyde
10	20	Kelowna Bernard
	103	Kelowna <b>Gordon and Harvey</b>
	148	Kelowna Mission Park*
	167	Kelowna Orchard Park
	143	Kelowna Westbank
	246	Kelowna Willow Park
	166	Winfield
11	9	Cranbrook
	66	Kimberley*
12	24	Ladysmith
	159	Nanaimo Country Club
	33	Nanaimo Harbour Park*
	<b>188</b>	<b>Nanaimo Longwood</b>
	243	Nanaimo Terminal Park
13	110	Ocean Park
	183	Penninsula Village
	6	White Rock*
14	69	Oliver
	83	Osoyoos*
15	42	Parksville
	157	Parksville North*
	34	Qualicum

<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
16	101	Pemberton
	302	Whistler*
	179	Whistler Marketplace
17	39	Penticton
	130	Penticton Plaza
	86	Summerland
18	40	Port Alberni 10 <sup>th</sup> *
	104	Port Alberni North
20	154	<b>Prince George</b> College Heights
	174	Prince George <b>Parkwood Place*</b>
	126	Prince George 10th
	114	Prince George Hart
21	17	Invermere*
	245	Radium
22	49	Enderby
	48	Salmon Arm*
	92	Sicamous
**23	72	Ambleside
	152	Capilano Mall
	175	Caulfield
	133	Dollarton <b>Village</b>
	247	Lynn Valley
	30	North Vancouver
	228	Park Royal
107	Westview	

Unit No.	Store No.	Area
**24	136	Arbutus
	117	Broadway and Maple
	102	Dunbar
	141	Granville Street
	90	Jericho Village
	210	Kerrisdale
	38	Marpole
**25	187	<b>Brentwood Mall*</b>
	100	Central Licensee
	111	Commercial Drive
	58	Hastings and Slocan
	137	Kensington
	77	Lougheed Plaza
	217	North Burnaby
**26	94	Bute Street
	112	Cardero
	53	Harbour Centre
	233	Robson Street
	<b>190</b>	<b>Spirits on Robson</b>
	129	Thurlow and Alberni
**27	200	Austin Road
	153	Como Lake
	11	Port Coquitlam
	205	Port Moody
	89	Prairie Mall
	163	Westwood Mall
**28	146	18th and Cambie
	237	28th and Main
	160	39th and Cambie
	113	Collingwood-Kingsway
	177	Crossroads
	123	Kingsgate Mall
	87	Victoria Drive

Unit No.	Store No.	Area
**29	220	Middlegate
	31	New Westminster
	121	Royal Oak and Rumble
	97	Royal Square
	203	South Burnaby
**30	70	Cloverdale
	182	Fleetwood
	127	Fort Langley
	240	Guildford
	241	Kennedy Heights
	22	Langley
	158	Langley Willowbrook
	172	Newton
	116	North Surrey
	145	Scottsdale
	186	Walnut Grove
	122	Whalley
	31	25
176		Richmond Blundell
76		Richmond Brighthouse
180		<b>Richmond</b> Garden City
120		Richmond <b>Ironwood</b>
244		Richmond Seafair
98		Tsawwassen
***32	161	Blanshard Square
	181	Broadmead Village
	140	Cedar Hill
	219	Colwood
	184	<b>Eaton Centre</b>
	68	Esquimalt
	178	Fairfield
	218	Fort Street
	124	Gorge and Tillicum
	231	Gov't Street Licensee

<b>Unit No.</b>	<b>Store No.</b>	<b>Area</b>
	150	James Bay
	125	Langford
	242	Saanich
34	50	Sidney*
	59	Trafalgar Square
37	65	Haney*
	165	Pitt Meadows
	164	West Maple Ridge
38	5	Campbell River
	185	Willow Point

## **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 Don Munroe 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 March 1, 1989, the umpire shall be either Don Munroe or Vince Ready or Stephen Kelleher, whichever is first available within the time frame aforesaid.

## **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.

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