

**EXTENSION TO THE THIRTEENTH
COMPONENT AGREEMENT**

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

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

representing employees of the

**RETAIL STORES & WAREHOUSE
COMPONENT**

Agreement made this 24th day of November, 2003

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NOTE: Changes to the **Thirteenth** Component Agreement are indicated in the **Extension to the Thirteenth** 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 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, three stewards on the afternoon shift **and one steward 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 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. 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 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

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:**

- (i) Four times $8\frac{3}{4}$ -hour shifts (4:3); plus an additional one hour every three weeks to meet the annual hours of work requirements.
- (ii) Five times 7 – hour shifts (5:2);
- (iii) Nine-day fortnight consisting of
 - One week of four times $8\frac{3}{4}$ -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);
- (iv) Two weeks of five times $7\frac{1}{2}$ -hour shifts (5:2) and one week of four times $7\frac{1}{2}$ -hour shifts (4:3) [5:2; 5:2; 4:3]
- (v) Nine-day fortnight of nine times 7-hour and 47 minute shifts (5:2;4:3).
- (vi) 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 work day and no longer than 10 hours per work day.

- (b) Work schedules will be based on 70 hours worked bi-weekly except (iv) 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)(i), (iii) and (iv), modified work week 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 bi-weekly).**

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

8.2 Letter of Appointment

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

(b) 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.

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

8.3 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 Article 11.1 – Seniority Defined.

8.4 Declines of Work

(a) Regular part-time employees who have opted to work additional hours beyond their regular hours, as confirmed in the letter of appointment, will not have the option to decline pre-scheduled offers of additional hours.

(b) 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.

8.5 Work Assignments

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

(b) 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 Article 31.5 of the Master Agreement or Article 12 of the RS&W Component Agreement.

8.6 Short and Long Term Disability

- (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) 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 becomes available.**

8.7 Vacation Pay for Additional Hours

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

8.8 Agreement Not to Apply

Except as otherwise agreed, Article 31 does 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 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) 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 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) 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 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 March 30, 2003 \$59.50

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

Effective March 30, 2003 \$29.75

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 33 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) 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 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 a decision will be made within six months of its submission.

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 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, 2006**.

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, 2006**, but in any event not later than midnight **January 31, 2006**.

(b) Where no notice is given by either Party prior to **January 31, 2006**, both Parties shall be deemed to have been given notice under this Clause on **January 31, 2006**, 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 **Deputy Minister** 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 the date of signing of this Component Agreement.

FOR THE UNION:

George Heyman
President

Robin Rutherford
Chairperson

David Vipond
Director

Jaynie Clark
Director

FOR THE EMPLOYER:

Ron McEachern
Associate Deputy Minister

Greg Wood
Director – Labour Relations

Jay Chambers
General Manager, LDB

Helen Pedneault
Project Director

Dated: November 24, 2003

APPENDIX 1

Single Store Geographic Layoff And Recall Areas

225	Alert Bay	26	McBride
138	Barriere	106	Mackenzie
171	Bella Bella	117	Maple & Broadway
232	Bella Coola	105	Masset
73	Burns Lake	29	Merritt
78	Castlegar	202	Nakusp
100/300	Central Licensee/Broadway & Lillooet	32	Nelson
226	Chase	74	New Denver
238	Chetwynd	31	New Westminster
88	Clearwater	217	North Burnaby
113	Collingwood-Kingsway	221	100 Mile House
75	Creston Valley Mall	228	Park Royal
212	Dawson Creek	155	Pender Island
131	Elkford	128	Port Alice
13	Fernie	236	Port Hardy
222	Fort Nelson	115	Port McNeill
248	Fort St. James	41	Powell River
3	Fort St. John	174	Prince George Parkway Place
218	Fort Street Licensee	35	Prince Rupert
91	Fraser Lake	37	Princeton
95	Fruitvale	211	Queen Ch. City
134	Gabriola Island	43	Quesnel
204	Ganges	45	Revelstoke
16	Golden	76	Richmond Brighthouse
55	Gold River	44	Rosland
231	Gov't Street Licensee	207	Salmo
15	Grand Forks	46	Smithers
14	Greenwood	229	Sooke
227	Hazelton	28	Sparwood
71	Hope	208	Squamish
99	Houston	47	Stewart
234	Hudson Hope	56	Tahsis
		52	Terrace

79	Kamloops	160	39th & Cambie
	Columbia Place	129	Thurlow & Alberni
18	Kaslo	118	Tofino
167	Kelowna Orchard	51	Trail
	Park	169	Tumbler Ridge
143	Kelowna Westbank	216	Ucluelet
19	Keremeos	96	Valemont
213	Kitimat	81	Vanderhoof
67	Lake Cowichan	163	Westwood Mall
158	Langley	63	Williams Lake
	Willowbrook		
23	Lillooet		
139	Logan Lake		
209	Lytton		

APPENDIX 2
Multiple Store Geographic Layoff
And Recall Areas

Unit No.	Store No.	Area
1	94	Bute Street
	112	Cardero
	191	Yaletown
	53	Harbour Centre
2	111	Commercial Drive
	58	Hastings and Slocan
	187	Brentwood
	137	Kensington
3	146	18th and Cambie
	177	8th and Cambie
	237	28th and Main
	123	Kingsgate Mall
	194	Champlain Square
4	038	Marpole
	90	Jericho Village
	141	Granville Street
5	192	UBC
	102	Dunbar
	136	Arbutus
	210	Kerrisdale
6	220	Middlegate
	121	Royal Oak and Rumble
	203	South Burnaby
	97	Royal Square

Unit No.	Store No.	Area
7	200	Austin Road
	153	Como Lake
	77	Lougheed Plaza
8	205	Port Moody
	11	Port Coquitlam
	89	Prairie Mall
9	65	Haney
	165	Pitt Meadows
	164	West Maple Ridge
10	116	North Surrey
	241	Kennedy Heights
	145	Scottsdale
	172	Newton
11	70	Cloverdale
	182	Fleetwood
	240	Guildford
	122	Whalley
12	22	Langley
	127	Fort Langley
	186	Walnut Grove
	109	Aldergrove
13	1	Abbotsford
	189	Abbotsford Village
	27	Mission
	149	Clearbrook
14	64	Agassiz
	7	Chilliwack
	170	Sardis

Unit No.	Store No.	Area
15	176	Richmond Blundell
	244	Richmond Seafair
	180	Richmond Garden City
	120	Richmond Ironwood
	193	YVR
16	25	Ladner
	98	Tsawwassen
17	110	Ocean Park
	183	Penninsula Village
	6	White Rock
18	72	Ambleside
	152	Capilano Mall
	175	Caulfeild
	107	Westview
19	133	Dollarton Village
	247	Lynn Valley
	30	North Vancouver
20	184	The Bay Centre
	150	James Bay
	161	Blanshard Square
	178	Fairfield
21	68	Esquimalt
	124	Gorge and Tillicum
	219	Colwood
	125	Langford
22	181	Broadmead Village
	242	Saanich
	140	Cedar Hill

Unit No.	Store No.	Area
23	50	Sidney
	59	Trafalgar Square
24	206	Chemainus
	12	Duncan
	173	Mill Bay
25	24	Ladysmith
	33	Nanaimo Harbour Park
	188	Nanaimo Longwood
	243	Nanaimo Terminal Park
26	42	Parksville
	157	Parksville North
	34	Qualicum
27	40	Port Alberni 10th
	104	Port Alberni North
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

Unit No.	Store No.	Area
32	20	Kelowna Bernard
	103	Kelowna Gordon and Harvey
	148	Kelowna Mission Park
	166	Winfield
33	39	Penticton
	130	Penticton Plaza
	86	Summerland
34	69	Oliver
	83	Osoyoos
35	215	Armstrong
	214	Lumby
	62	Vernon
	135	Vernon Square
36	21	Kamloops Thompson Park
	147	Kamloops Westsyde
	223	Kamloops North
	108	Kamloops Valleyview
37	49	Enderby
	48	Salmon Arm
	92	Sicamous
38	2	Ashcroft
	60	Cache Creek
	201	Clinton
39	17	Invermere
	245	Radium

Unit No.	Store No.	Area
40	009 066	Cranbrook Kimberley
41	154 126 114	Prince George College Heights Prince George 10th 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

The Parties agree to suspend this Appendix for the term of the Extension to the 13th Master Agreement.

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.

INFORMATION APPENDIX I REGARDING COMPENSATION

Notwithstanding Appendices 3A and 3B of the 13th Master Agreement, the following represents the rates of pay for employees covered by the Retail Stores & Warehouse Component.

A. Store Operations

- 1. Current regular employees classified as Store Clerk R9 as of November 24, 2003, and working in the store system, will have their classification maintained at Grid R9 so long as they occupy such a position.**

- 2. Current auxiliary employees who are working in the store system as of November 24, 2003, will have their current classification maintained at Grid R9 as long as they continue to be employed as an auxiliary Store Clerk. Auxiliary Store Clerks classified at Grid R9 who are appointed to a regular Store Clerk position will be placed on the Grid at the closest step not less than their current rate of pay.**

3. After November 24, 2003, the salary schedule for regular Store Clerks will be:

Store Clerk Salary Schedule	
Step 1	16.4759
Step 2	17.4330
Step 3	17.9354
Step 4	18.6873
Step 5	19.2319

4. The hourly rate for auxiliary Store Clerks hired after November 24, 2003, will be in accordance with the following pay grid:

		November 24, 2003	April 3, 2005
Level 1	0 – 913 hours	13.8957	14.3404
Level 2	+913 hours	14.2830	14.7400
Level 3	+913 hours	14.6829	15.1527
Level 4	+913 hours	15.0961	15.5793
Level 5	+913 hours	15.5233	16.0200
Full Working Level	Store Clerk, Step 1	Increments to Step 5 thereafter	16.4759

5. (a) Employees classified as Product Consultants R13, who are regular status as of November 24, 2003, and working in the store system, will have their classification maintained at Grid R13 so long as they occupy such a position.
- (b) After November 24, 2003, all appointments to Product Consultant R13 positions will be compensated in accordance with the following salary schedule (Grid R11):

Product Consultant Salary Schedule	
Step 1	18.9917
Step 2	19.5466
Step 3	20.1199
Step 4	20.7120
Step 5	21.5967

B. Warehouse Operations

1. **Current regular employees classified as Warehouse Worker 2 and Warehouse Worker 3 as of November 24, 2003, and working in the warehouse operations, will have their classification maintained at Grid R9 and R11 respectively so long as they occupy such a position.**

2. **Current auxiliary employees who are working as Warehouse Workers 2 in warehouse operations as of November 24, 2003, will have their current classification maintained at Grid R9 as long as they continue to be employed as an auxiliary Warehouse Worker 2. Auxiliary Warehouse Workers 2 classified at Grid R9 who are appointed to a regular Warehouse Worker 2 position will be placed on the Grid at the closest step not less than their current rate of pay.**

3. **After November 24, 2003, all appointments to regular Warehouse Worker 2 and Warehouse Worker 3 positions will be compensated in accordance with the following Salary Schedule:**

Warehouse Worker Salary Schedule			
Warehouse Worker 2		Warehouse Worker 3	
Step 1	16.4759	Step 1	17.4330
Step 2	17.4330	Step 2	17.9354
Step 3	17.9354	Step 3	18.4551
Step 4	18.6873	Step 4	18.9917
Step 5	19.2319	Step 5	20.3757

4. **The hourly rate for auxiliary Warehouse Workers 2 hired after November 24, 2003, will be in accordance with the following pay grid:**

		November 24, 2003	April 3, 2005
Level 1	0 – 913 hours	13.8957	14.3404
Level 2	+913 hours	14.2830	14.7400
Level 3	+913 hours	14.6829	15.1527
Level 4	+913 hours	15.0961	15.5793
Level 5	+913 hours	15.5233	16.0200
Full Working Level	Warehouse Worker 2, Step 1	Increments to Step 5 thereafter	16.4759

C. Supervisory Employees

All included supervisory staff in retail stores and warehouse operations will be paid in accordance with Appendix 3 of the 13th Master Agreement.

Dated: November 24, 2003

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 pm Sunday through Saturday.

At such time as the Employer intends to operate on Sunday, the Union will be provided 90 days notice of such change in the hours of operation.

Dated: November 24, 2003

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 60 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.**
- 6*. In warehouse operations, SEs may work subject to (2) above from mid-November to December 31 and/or July 1 to Labour Day**
- 7. The hourly rate for SEs effective the date of ratification will be \$12.8600 per hour and effective April 3, 2005 will be \$13.2500 per hour.**

*** It is understood there is limited flexibility around “mid-November” and “Labour Day” of 3-4 days on either end.**

Dated: November 24, 2003

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