



News on BARGAINING

PLEASE POST

Date: April 9, 2010

To: All BCGEU Component 5 Members
Retail Stores & Warehouse

Re: Tentative 15th Component Agreement

The Component 5 Bargaining Committee recommends acceptance of the 15th Retail Stores & Warehouse Component Agreement.

Negotiations with the LDB commenced on February 15 and continued until February 23. We achieved some minor amendments to the Agreement, along with additional housekeeping administrative changes and renewed some memoranda as follows:

ARTICLE 2 – UNION RECOGNITION AND RIGHTS

2.1 Stewards

(a)(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~~ **three** stewards on the night shift

ARTICLE 7 – HOURS OF WORK

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

(Administrative changes only made to numbering in Article 7.1 (a) and (b))

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

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

(ii)(2) Five times 7 – hour shifts (5:2);

(iii)(3) Nine-day fortnight consisting of

- One week of four times 8¾-hour shifts and

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

(b) Work schedules will be based on 70 hours worked bi-weekly except ~~(iv)~~ **(4)** which will be based on 105 hours worked over three weeks.

ARTICLE 13 – CLOTHING

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**, employees will be reimbursed, ~~upon production of a receipt, once per calendar year,~~ **every two years**, on the following basis:

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

Effective April 16, 2006	\$61.00 per year
Effective April 1, 2007	\$62.50 per year
Effective March 30, 2008	\$64.00 per year
Effective March 29, 2009	\$65.50 per year

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

Effective April 16, 2006	\$30.50 per year
Effective April 1, 2007	\$31.25 per year
Effective March 30, 2008	\$32.00 per year
Effective March 29, 2009	\$32.75 per year

~~Part time regulars shall be prorated.~~

(a) **Regular employees and auxiliaries who have worked 1827 hours in a 15-month period, up to: \$131 effective March 29, 2009**

(b) **Auxiliary employees who have worked in excess of 210 hours up to: \$65.50 effective March 29, 2009**

Part-time regulars shall be prorated.

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	126	Pine Tree Center
75	Creston Valley Mall	40	Port Alberni 10 th
212	Dawson Creek	128	Port Alice
131	Elkford	236	Port Hardy
13	Fernie	115	Port McNeill
182	Fleetwood	205	Port Moody
222	Fort Nelson	41	Powell River
248	Fort St. James	174	Prince George Parkway Place
			Pine Centre
3	Fort St. John	35	Prince Rupert
218	Fort Street	37	Princeton
91	Fraser Lake	211	Queen Ch. City
95	Fruitvale	43	Quesnel
134	Gabriola Island	45	Revelstoke
204	Ganges	76	Richmond Brighouse
16	Golden	120	Richmond Ironwood
55	Gold River	244	Richmond Seafair
231	Govt Street Licensee	44	Rosland
	Wholesale		
	Centre		
	Customer		
15	Grand Forks	207	Salmo
14	Greenwood	46	Smithers
65	Haney	229	Sooke
227	Hazelton	28	Sparwood
71	Hope	208	Squamish
99	Houston	47	Stewart
234	Hudson Hope	56	Tahsis
79	Kamloops Columbia Place	52	Terrace
18	Kaslo	160	39 th & Cambie
148	Kelowna Mission Park	129	Thurlow & Alberni
167	Kelowna Orchard Park	118	Tofino
143	Kelowna Westbank	51	Trail
19	Keremeos	169	Tumbler Ridge

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213	Kitimat	216	Ucluelet
67	Lake Cowichan	96	Valemont
158	Langley Willowbrook	81	Vanderhoof
23	Lillooet	135	Vernon
139	Logan Lake	125	Westshore
209	Lytton	163	Westwood Mall Centre
214	Lumby	63	Williams Lake
26	McBride	166	Winfield
106	Mackenzie		

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
	233	Robson
2	111	Commercial Drive
	58	Hastings and Slokan
	187	Brentwood
3	177	8 th and Cambie
	237	28 th 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
6	220	HighGate Village

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Unit No.	Store No.	Area
	203	South Burnaby
	97	Royal Square
7	200	Austin Road
	153	Como Lake
	77	Lougheed Plaza
8	205	Port Moody
	11	Port Coquitlam
	89	Prairie Mall
9	65	Haney
	165	Meadowtown
10	241	Nordel Crossing
	145	Scottsdale
	172	Newton Kings Cross
11	182	Fleetwood
	240	Guildford
	122	Whalley
12	22	Langley
	127	Fort Langley
	186	Walnut Grove
	70	Cloverdale
13*	189	Abbotsford Village
	27	Mission
	109	Aldergrove
14	64	Agassiz
	7	Chilliwack
	170	Sardis
15	244	Richmond Seafair
	120	Richmond Ironwood
16	25	Ladner
	98	Tsawwassen

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Unit No.	Store No.	Area
17	110	Ocean Park
	183	Penninsula Village
	6	White Rock Semiahmoo
18	72	Ambleside
	152	Capilano Mall
	175	Caulfeild
	107	Westview
19	133	Dollarton Village
	247	Lynn Valley
	196	Esplanade
20	184	The Bay Centre
	150	James Bay
	161	Blanshard Square
	178	Fairfield
21	68	Esquimalt
	124	Gorge and Tillicum
	125	Westshore
22	181	Broadmead Village
	242	Saanich
	140	Cedar Hill
23	50	Sidney
	59	Trafalgar Square
24	206	Chemainus
	12	Duncan
	173	Mill Bay
25	24	Ladysmith
	33	Nanaimo Harbour Park Port Place
	188	Nanaimo Longwood
	243	Nanaimo Terminal Park
26	42	Parksville
	157	Parksville North
	34	Qualicum

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Unit No.	Store No.	Area
27*		
28	235 10 8	Comox Courtenay Cumberland
29	5 185	Campbell River Willow Point
30	80 93 230	Gibsons Madeira Park Sechelt
31	302 179 101 195	Whistler Whistler Marketplace Pemberton Whistler Creekside
32*	103 148 166	Kelowna-Gordon and Harvey Kelowna-Mission Park Winfield
33	130 86	Penticton Plaza Summerland
34	69 83	Oliver Osoyoos
35*	215 214 62 135	Armstrong Lumby Vernon Vernon-Square
36	147 223	Kamloops Westsyde Kamloops North
37	49 48 92	Enderby Salmon Arm Sicamous
38	2 60 201	Ashcroft Cache Creek Clinton

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Unit No.	Store No.	Area
39	17	Invermere
	245	Radium
40	009	Cranbrook
	066	Kimberley
41	154	Prince George College Heights
	126	Prince George 10th
	114	Prince George Hart
42	100	Central Licensee Wholesale Customer Centre
	300	Broadway & Lillooet

APPENDIX 3
Distribution Centre Layoff and Recall Areas - RENEWED

APPENDIX 4

10. The Parties hereby appoint ~~Don Munroe~~ **Vince Ready** 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~~ **April 1, 2010**, the umpire shall be either ~~Don Munroe~~ or **Vince Ready** or ~~Stephen Kelleher~~, whichever is first available within the time frame aforesaid.

APPENDIX 5
Re: Regular Part-Time Employees Appointed Prior to April 1, 2006

This Appendix applies to the ~~nine~~ **five** current part-time employees currently working in the following stores:

- ~~Enderby GLs #049~~
- Dunbar GLs #102
- Kamloops Westsyde GLs #147
- Mill Bay GLs #173
- Whistler Marketplace GLs #179
- ~~UBC Marketplace GLs #192~~
- Fort Street GLs #218
- ~~Saanich GLs #242~~

**INFORMATION APPENDIX I
REGARDING COMPENSATION - RENEWED**

**INFORMATION APPENDIX 2
Re: Regular Part-Time Employees Services, Benefits,
Paid Time Off and Other Allowances - RENEWED**

**MEMORANDUM OF UNDERSTANDING 1
Re: Liquor Distribution Branch Training Initiatives - RENEWED**

**MEMORANDUM OF UNDERSTANDING 2
Re: Hours of Operation - RENEWED**

At such time as the Employer intends to operate on Sunday, the Union will be provided ~~90~~ 60 days notice of such change in the hours of operation.

**MEMORANDUM OF UNDERSTANDING 3
Re: Employment of Seasonal Employees - RENEWED**

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 1st seasons. **It is understood there is limited flexibility around Canada Day of 3 – 4 days.**

**MEMORANDUM OF UNDERSTANDING 5
Prescheduling and Recall to 5 Hour and Split Shifts - RENEWED**

**MEMORANDUM OF AGREEMENT [new]
Re: The Payment of Auxiliary STIIP Benefits
(Number of MOA to be determined)**

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 Articles 31.5 and 31.12 or the conditions outlined in Memorandum of Understanding #14 of the 15th 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 Article 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.

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- 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 Article 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 work days 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 Article 31.12(e) of the Master Agreement. That is, the STIIP benefits will be pro-rated based upon the number of hours that the auxiliary employee worked over the six pay periods immediately preceding the illness or injury.

The terms of this Memorandum of Agreement shall come into force and effect on April 1, 2010, except as otherwise specified.

MEMORANDUM OF AGREEMENT [new]

**Re: Warehouse Worker 3 Positions in the Vancouver and Kamloops Distribution Centres
(Number of MOA to be determined)**

The parties have agreed to the following amendments to the 15th 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 3's 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.

MEMORANDUM OF UNDERSTANDING [new]

**Re: Liquor Distribution Branch (LDB) New Regular Positions
(Number of MOA to be determined)**

1. The parties agree that it is mutually beneficial that the Employer convert a minimum of 110 auxiliary employees to regular positions in the retail store system. These positions may be either full-time or part-time.

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2. The procedure for appointing employees to regular positions will be as follows:
- (a) Regular employees currently on lay-off status, who have opted to go on the auxiliary recall list pursuant to Clause 13.3(a)(4) will be offered a regular position in order of service seniority within the Seniority Block.
 - (b) Notwithstanding, Master Agreement Clause 13.3(e) an employee will have the right to decline the offer, without penalty.
 - (c) Should there not be any further laid off regular employees on the auxiliary recall list in the block, regular positions will be offered to the senior auxiliary employee with 1827 hours worked in 33 pay periods. In the event there are no auxiliary employees in the recall area with 1827 hours worked in 33 pay periods, the position(s) will be posted within the recall area.
 - (d) Regular employees on the auxiliary recall list who are offered and accept a regular position, will retain their original regular seniority date.
3. The Union agrees to establish the Wholesale Customer Centre (100) as a single store recall area after the Liquor Distribution Branch fulfills the conversion of 110 regular positions pursuant to this Memorandum of Understanding. It is agreed that this change will be reflected in the Retail Stores and Warehouse Component Agreement.

In solidarity,

Component 5 Bargaining Committee:

Craig MacKay, Chairperson
Margie Edmondson
Kimberlee MacGregor
Ian Teeple
Brenda Vaillancourt
Janet Seccia, Regional Coordinator

cope 378/c5 ratification bulletin 100407

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