



RATIFICATION BULLETIN

The Component 5 Bargaining Committee recommends acceptance of the 16th Retail Stores & Warehouse Component Agreement. In addition to the changes below, the union has succeeded in halting the negotiated request for proposals related to the privatization of the Liquor Distribution Branch warehouses and wholesale customer centres.

ARTICLE 7 - HOURS OF WORK

7.3 Shifts

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

ARTICLE 8 - REGULAR PART-TIME EMPLOYEES

8.3 Schedules

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

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

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

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

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

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

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

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

ARTICLE 11 - RELIEF ASSIGNMENTS AND DUTIES

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)~~ (c) The provisions of (a), and (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)~~ (d) Warehouse Worker II trainers engaged in a training assignment must complete that assignment before being able to exercise their seniority for substitution in a higher classification.

ARTICLE 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, will be reimbursed ~~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 ~~March 29, 2009~~ **date of ratification:** ~~\$131~~ **133.50 biennially**

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

Effective ~~March 29, 2009~~ **date of ratification:** ~~\$65.50~~ **66.75 biennially**

~~Part-time regulars shall be prorated.~~

APPENDIX 1 & APPENDIX 2

- Store 100 has been moved to a Single Store Geographic Layoff and Recall Area.
- Store 300 has been moved from Recall Unit 42 to Recall Unit 2 with Commercial Drive and Brentwood.
- Recall Unit 42 has been deleted.

APPENDIX 5

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

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

- ~~Dunbar GLs #102~~
- ~~Kamloops Westsyde GLs #147~~
- Mill Bay GLs #173
- Whistler Marketplace GLs #179
- ~~Fort Street GLs #218~~

All MOUs have been renewed except as amended below:

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

Auxiliary STIIP benefits will be calculated pursuant to Clause 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.~~

Letter
 January 31, 2012

Sheila Puga
 Staff Representative

Re: Auxiliary Seniority List for Employees

This letter is to confirm that it is the intention of the Employer to post an auxiliary seniority list, which includes the employee name and total hours worked within the recall area, on a monthly basis at each of the stores.

Sonja Kennedy
 Senior Labour Relations Specialist, PSA

Letter
 February 2, 2012

Sheila Puga
 Staff Representative

Re: Transfer of Employees

This letter is to confirm that where LDB store employees are transferred by the Employer within their geographic or headquarters location it is the intention of the Employer to follow the process for the term of the 16th Agreement as described below:

1. The transfer request will be reviewed by both the Director of Store Operations and Human Resources and a decision will be rendered.
2. If approved, the employee affected by the transfer will be notified in writing of the transfer and be given thirty (30) days' notice prior to the effective date of the transfer. Such notice will not be given in situations regarding the Health and Safety of employees, clients, or customers.

3. Where the affected employee has union responsibilities, the Employer will provide a copy of the transfer notice to the Union designate, with (30) days' notice prior to the effective date of the transfer, to allow the Union the opportunity to replace the representative if required.

Sonja Kennedy
Senior Labour Relations Specialist, PSA

Letter
March 8, 2012

David Vipond
Director, Negotiations

Re: Store Closures – Liquor Distribution Branch (LDB)

This letter will confirm the parties agreement that regular employees impacted by the LDB store closures will be covered by Memorandum of Understanding #1 and Article 13 of the 16th Master Agreement.

Bert Phipps
Assistant Deputy Minister

In solidarity
On behalf of your Component Bargaining Committee

Craig MacKay, Chair
Kimberlee MacGregor
Margie Edmondson
Brenda Vaillancourt
Keith Stone
Sheila Puga, Staff Representative

cope378/c5 ratification bulletin