

# Public Sector Bargaining 2022

BC GENERAL EMPLOYEES' UNION

## Component 5 – Retail Stores and Warehouse

### Tentative Agreement

We have reached a tentative settlement for the RSW Component for the term of the 19th Public Service Agreement. The changes will take effect after the expiry of the current component agreement on March 31, 2022.

The parties addressed a number of housekeeping issues including amending dates as required in Article 15, updating any reference throughout the Component Agreement to 7003 72nd Street, Delta and replacing with “Delta Distribution Centre” as well as updating all references to B.C. Government and Service Employees’ Union to reflect and read as B.C. General Employees’ Union. They agreed to renew Appendices 1, 2 & 4, Information Appendix 1, MOU 1, MOU 4, MOU 5, MOU 6 and MOU 8 but not renew Appendix 5. They also updated Article 8.7(a) so that it references Information Appendix 1 and not 2.

The committee increased the number of stewards for stores in excess of 40 employees and the Delta Distribution Centre while adding in stewards for the Kamloops and Richmond Distribution Centres.

The committee defined positions and locations in regards to Vacation Preference (Article 10.2) while also updating Article 10.2 (b) to indicate that Kamloops Distribution Center, Delta Distribution Centre and Richmond Distribution Centre, as well as updating dates in relation to Vacation Schedules (Article 10.3).

They updated language in regards to Standard Wearing Apparel to include Cannabis Consultants. They negotiated an increase for annual Safety Footwear allowance from the Employer.

The committee negotiated language that lunchrooms shall not be utilized by Employer for meetings of a labour relations nature.

The parties agreed to create a committee to conduct a review of Appendices 1 & 2 – current single and multi-store geographic layoff recall areas. This committee would meet no less than every two months after the ratification of the 19th RSW Component Agreement and complete the review within twenty-four months of the ratification of the 19th RSW Component Agreement. Appendix 3 was updated to include Richmond Distribution Centre and Burnaby Dry Goods Warehouse.

Finally, they had the rate for SEs be grid G3 in Appendix 3G of the Main Public Service Agreement, which takes effect in the 3rd year with an effective date of April 1, 2024.

In solidarity

Kusam Doal, Vice President, Retail Stores and Warehouse Component

Erica Cardarelli, Committee Member

Jonathan Boulton, Committee Member

Keith Stone, Committee Member

Kelly Smith, Committee Member

Shannon Dudley, Committee Member

Christine Peters, BCGEU Staff Representative

Britt Skinner, BCGEU Staff Representative

# **RATIFICATION DOCUMENT**

## **NINETEENTH 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 AND WAREHOUSE COMPONENT**

**Effective from April 1, 2019~~22~~ to March 31, 2022~~25~~**

## **VARIOUS HOUSEKEEPING**

1. Article 8.7 Seniority, Benefits, Leaves and Allowances:  
(a) Proration of service seniority, benefits, paid time off and other allowances are as described in Information Appendix ~~2~~ 1 to this Agreement.
2. Article 15.1, 15.2 (a)(b) & 15.6:  
Amend dates as required.
3. The Parties agree to update any references throughout the Component Agreement to 7003 72<sup>nd</sup> Street, Delta and replace them with 'Delta Distribution Centre'.
4. The Parties agree to update all references to B.C. Government and Service Employees' Union to reflect and read as B.C. General Employees' Union.
5. Appendix 4: Renew
6. Appendix 5: Not renewed
7. Information Appendix 1: Renew
8. Memorandum of Understanding 1: Renew
9. Memorandum of Understanding 2: Renew
10. Memorandum of Understanding 4: Renew
11. Memorandum of Understanding 5: Renew
12. Memorandum of Understanding 6: Renew
13. Memorandum of Understanding 8: Renew
14. Should any ancillary documents signed by the Parties be brought forward, that the Parties were unaware of, the Parties shall meet to review and determine the revision, renewal or expiry of the document.
15. Any Memorandums of Understanding, Memorandums of Agreements and Appendices not agreed remain outstanding.
16. Appendix 1: Renew
17. Appendix 2: Renew

## ARTICLE 2 – UNION RECOGNITION AND RIGHTS

### 2.1 Stewards

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

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

(2) In multiple shift stores in excess of 40 employees the Union will select three stewards.

~~(2)~~(3) In stores with less than 10 employees the Union will select one steward.

~~(3)~~(4) At the Delta Distribution Centre, the Union will select ~~four~~ **five** stewards on the day shift, ~~four~~ **five** stewards on the afternoon shift, and ~~four~~ **five** stewards on the night shift.

(5) At the Kamloops Distribution Centre, the Union will select three stewards on the day shift, three stewards on the afternoon shift, and two stewards on the night shift.

(6) At the Richmond Distribution Centre, the Union will select three stewards on the day shift, three stewards on the afternoon shift.

~~(4)~~(7) In a satellite warehouse the Union will select two stewards.

## ARTICLE 10 – ANNUAL VACATIONS FOR REGULAR EMPLOYEES

### 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;
- (iii) cannabis consultants;**
- (iv) product consultants.**

(2) In the ~~7003-72<sup>nd</sup> Street, Delta warehouse operation~~ **Delta Distribution Centre and Kamloops Distribution Centre** there shall be separate schedules **in each separate work unit** for:

- (i) assembly;
- (ii) receiving;
- (iii) shipping;
- (iv) ~~distribution~~ supervisors;
- (v) wave planners;**

(vi) inventory control.

(3) In the Richmond Distribution Centre there shall be separate schedules for:

- (i) supervisors;
- (ii) wave planners;
- (iii) inventory control;
- (iv) warehouse worker II;
- (v) warehouse worker III.

(b) For purposes of this clause the Kamloops Distribution Centre, Delta Distribution Centre and the Richmond Distribution Centre shall each constitute a separate work unit.

### 10.3 Vacation Schedules

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

## ARTICLE 14 – GENERAL CONDITIONS

### 14.3 Lunch Area Facilities – Retail and Licensee Stores

(a) The Employer agrees not to use lunchrooms for labour relations meetings when alternate meeting space within the workspace is available. When alternate meeting space is not available within the worksite, the Employer agrees it will not use the lunchroom during shift changes, established break times and meal breaks.

## MEMORANDUM OF AGREEMENT

### BETWEEN

THE PROVINCE OF BC AS REPRESENTED BY THE BC PUBLIC SERVICE AGENCY  
“the Employer”

### AND

THE BC GENERAL EMPLOYEES’ UNION  
“the Union”

Collectively “the Parties”

Re: Appendix 1 and 2, RSW Component Agreement  
Single and Multiple Store Geographic Layoff and Recall Areas

The Parties agree that there is an interest in reviewing Appendix 1 – Single Store Geographic Layoff and Recall Areas and Appendix 2 – Multiple Store Geographic Layoff and Recall Areas, within the 19<sup>th</sup> RSW Component Agreement.

The purpose of the review will be to discuss, recommend and implement additions, changes and re-alignments as required to the current single and multi-store geographic layoff and recall areas for both Retail and Cannabis Operations.

The Parties shall form a Committee, comprising of four members each. The Committee shall convene their first meeting no later than a month after the date of ratification of the 19<sup>th</sup> RSW Component Agreement **and meet no less than every two months** thereafter. Any recommended changes resulting from these meetings must be approved by the bargaining principles.

The Parties will complete the review within **twenty-four months** of ratification of the 19<sup>th</sup> RSW Component Agreement.

This MOA will expire on that date and shall not be renewed without the express agreement of both parties.

### **APPENDIX 3**

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

1. Delta Distribution Center (~~7003-72<sup>nd</sup> Street, Delta~~)
2. Kamloops Distribution Centre
3. **Richmond Distribution Centre**
4. **Burnaby Dry Goods Distribution Centre Warehouse**

### **RS&W COMPONENT AGREEMENT**

#### **MOU3: Re: Employment of Seasonal Employees**

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

1. Seasonal employees (SEs) can be appointed for a maximum of 115 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 June 23 to Labour Day and/or November 24 to December 31. A training period of up to three – four days may be utilized prior to June 23.
6. \*In warehouse operations, SEs may work subject to (2) above from mid-November to December 31 and/or July 1 to Labour Day. A training period of up to one week may occur prior to mid-

November and/or July 1 seasons. It is understood there is limited flexibility around Canada Day of three – four days.

7. The rate for SEs will be grid G1 Appendix 3G of the Main Public Service Agreement. **Effective April 1, 2024, the rate for SEs will be grid G3 in Appendix 3G of the Main Public Service Agreement.**
8. The Employer shall provide to the Union a list, by recall unit, of all hours worked by SEs before March 31 of each year.
  - It is understood there is limited flexibility around Labour Day of three – four days on either end.

### **13.1 Standard Wearing Apparel**

- (a) Where the Employer requires employees to wear 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 pairs of pants  
1 cardigan  
1 belt

- (2) Store Clerks/Concession Clerks/**Cannabis Consultants:**

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

3 shirts/blouses  
2 pairs of pants  
1 cardigan  
1 belt

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

3 shirts/blouses  
2 pairs of pants  
1 cardigan  
1 belt

...(c) (d) (e) (f) (g) (h) *Maintain current language.*

## **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, on the following basis:

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

- (1) Effective ~~April 1, 2019: \$143.77~~ **April 1, 2022: \$160.00** biennially; and
- (2) Effective ~~April 1, 2020: \$146.64~~ **April 1, 2023: TBD** biennially; and
- (3) Effective ~~April 1, 2021: \$149.58~~ **April 1, 2024: TBD** biennially.

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

- (1) Effective ~~April 1, 2019: \$71.91~~ **April 1, 2022: \$160.00** biennially; and
- (2) Effective ~~April 1, 2020: \$73.35~~ **April 1, 2023: TBD** biennially; and
- (3) Effective ~~April 1, 2021: \$74.82~~ **April 1, 2024: TBD** biennially.

Part-time regulars shall be prorated.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

move**up**