

# **COLLECTIVE AGREEMENT**

**Between**

**BBuds Cannabis dba B BUDS.CA**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518**

**August 8, 2023 to August 8, 2024**

**Ratified by member vote: August 11, 2023**



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**BETWEEN:** **BBUDS CANNABIS dba B BUDS.CA**

(herein after referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, Chartered by the United Food and Commercial Workers International Union

(herein after referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

## **SECTION 1 – UNION RECOGNITION**

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### **1.01 Union Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees for whom the Union has been certified at BBuds Cannabis Inc. located at, 3175 Harriet Road, Victoria, British Columbia, with respect to rates of pay, wages and all other conditions of employment set out in this agreement, except for those excluded by the Labour Relations Code of British Columbia, and the following:

- (a) One (1) manager and director

## **SECTION 2 – UNION SHOP**

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### **2.01 Union Shop**

Employees within the scope of the bargaining unit will be required to join the Union.

The Employer agrees to provide the Union in writing with the name, address, and email address of each employee in the bargaining unit along with the employee's date of hire. The employer will require new employees to sign the dues check-off form and Union membership application. The employer will provide the above information to the Union within two (2) weeks from the date of hire. The Employer further agrees to provide the Union twice a year with a list containing names of all employees who have terminated their employment during the preceding 6 months.

## **2.02 Union Dues**

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

## **SECTION 3 – WORK CLAUSE**

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### **3.01 Clerk Work Clause**

With the exception of excluded personnel listed in Section 1 of this Agreement, all work in the handling, delivery, and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the bargaining unit. who are members of UFCW Local 1518. With the exception of excluded personnel listed in Section 1 of this Agreement, all work in the handling, delivery, and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the bargaining unit.

If government changes delivery or other cannabis regulations, the union and the employer will meet to discuss changes in the work clause and the employer while meeting the business objectives will make reasonable efforts to minimize job loss/hours.

### **3.02 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, except as may be otherwise specifically provided in this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure. The Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, layoff, recall, promote, demote, retire, discharge and suspend or otherwise discipline employees for just cause, subject to the right of an employee who has completed the probationary period to lodge a grievance as herein provided;
- (c) determine standards of performance, hours of work, work assignments, methods of doing work and the structure of working establishment;
- (d) determine the number of personnel required, services to be performed and the

methods, procedures and equipment to be used in connection therewith.

## **SECTION 4 - SCHEDULING**

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### **4.01 Work Schedule**

Weekly work schedules for employees shall be posted by Saturday, two (2) weeks in advance. Sunday shall be considered the first day of work for the basic work week. Daily hours of work will be consecutive, unless mutually agreed upon. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of emergencies, such as fire, flood, **supplier strike or lockout**, breakdown of machinery or other instances of force majeure.

In all other cases, at least twenty-four (24) hours' notice of any schedule change must be given, or the Employer will provide an additional four (4) hours pay in lieu of notice. It is understood that there may be circumstances in which an employee may need to decline the shift change.

The Employer shall notify each employee by their preferred way of communication, of the changes to their work schedule once it has been posted.

### **4.02 Shift Scheduling**

All scheduled shifts will be between four (4) and eight (8) hours of work, unless mutually agreed to between the Employer and employee.

Hours of work will be scheduled by seniority and based on the weekly staffing needs of the business.

### **4.03 Hours of Availability**

All employees must submit an Hour of Availability form and indicate if they wish to opt out of receiving call-in shifts.

Employees who refuse three consecutive call-in shifts will be automatically removed from the call-in list.

Employees have the ability to opt back in and be returned to call in list.

An employee who seeks to change their availability will provide a new form to the employer with at least two weeks' notice of the requested change.

A request for a change unavailability will not be unreasonably denied.

An Hours of Availability form will not prevent an employee from accessing more hours from call-in shifts or shifts that become available.

### **4.04 Requested Time Off**

Employees are permitted to request time off or alter hours of work for personal reasons.

Requests for time off are to be approved subject to business needs and are not to be unreasonably denied.

#### **4.05 Recording Hours of Work**

The Employer shall provide a sign-in system to enable employees to record their hours of work for payroll purposes. Employees shall record the time they start and finish each shift through the sign-in system.

Employees will not be charged any payroll fees by the Employer that may result from sign-in errors.

#### **4.06 Interval Between Shifts**

Except in cases of emergency, there shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed.

#### **4.07 Minimum Hour**

All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and, upon reporting, finds that his or her services are not required, shall receive a minimum of two (2) hours' pay at the regular wage whether or not the employee starts work, unless the employee is unfit to work or fails to comply with Part 2 of the Workers Compensation Act, or a regulation under that Part.

#### **4.08 Employee Classification**

Full-time (FT) employees will be scheduled to work between thirty-four (34) and forty (40) hours per week.

Part-time (PT) employees will be those employees scheduled for thirty-three (33) hours or less.

#### **4.09 Assistant Store Manager and Relief Rate**

**Assistant Store Manager (ASM):** The ASM is expected to perform job duties related to **Social Media, Shift Lead and Keyholder** as outlined below, in addition to regular budtender responsibilities. The ASM is expected to be available to work evenings and weekends.

- (a) Social Media:** Monitor the company's digital media presence and connect with customers on the company's social media platforms.
- (b) Shift Lead:** Supervision and direction of staff where the store manager is not available.
- (c) Keyholder:** Responsible for opening and/or closing of the store and

associated duties.

**The hiring of the ASM is subject to the job posting language in sections 6.02 (Job Posting) and 6.03 (Hiring). No employee is to suffer a loss in bargaining unit hours by the addition of the ASM employee classification.**

**The Employer is not required to fill the ASM position.**

**Relief Rate: If there is no ASM or Store Manager scheduled to work on a particular shift, then an alternate employee may be scheduled by the Employer to perform one (1) or more of the job duties of the ASM.**

**That employee will be paid a two-dollar and fifty cents (\$2.50) per hour premium for the length of the shift (Relief Rate).**

#### **4.10 Overtime Pay**

Overtime pay will be paid at one and a half (1.5) times an employee's regular rate of pay for time worked over eight (8) hours and double an employee's regular rate of pay for time worked over ten (10) hours.

Overtime pay is paid when an employee has worked more than eight (8) hours in a day or 40 hours in a work week.

Overtime hours are voluntary and may be accepted or denied by an employee asked to work those hours.

#### **4.11 Statutory Holidays**

Statutory Holidays: The following days shall be recognized as statutory holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
B.C. Day  
Labour Day

##### **National Day for Truth and Reconciliation**

Thanksgiving Day  
Remembrance Day  
Christmas Day

and all other holidays proclaimed by the Provincial or Municipal Governments.

All employees who have been employed for a period of thirty (30) days and have worked fifteen (15) out of the last thirty (30) days, are entitled to stat pay.

An employee who works on a statutory holiday must be paid as follows:

- (a) 1 1/2 times the employee's regular wage for the time worked up to ten (10) hours,
- (b) double the employee's regular wage for any time worked over ten (10) hours.

Eligible employees, who do not work on a statutory holiday, will receive an average days' pay for the Statutory Holidays as per the *BC Employment Standards Act*. Calculating an 'average day' for the purposes of compensation will be subject to the BC Employment Standards Act definition.

#### **4.12 Call-In Shifts**

The Employer may be required to arrange call-in shifts in instances of an emergency or to cover for sudden employee absences. Call-in shifts are to be offered by seniority to employees **who are available to work as per the availability form**.

Call-in shifts are to be accepted or denied at the sole discretion of the employee.

**The Employer will contact each employee by seniority when filling a call in-shift. If the employee does not answer a phone call immediately, or a text within reasonable amount of time, then the Employer will contact the next employee by seniority.**

**Call-In Shift Premium: All employees who attend to work a Call-In Shift will be paid a one dollar (\$1.00) per hour premium for hours of work during the Call-In Shift.**

**Employees who accept a call-in to start prior to a regularly scheduled shift will be paid a premium of fifty cents (\$0.50) for hours of work during the early start Call-In Shift.**

**Employees accepting a Call-In Shift in advance of a scheduled shift are to be paid a minimum of four (4) hours. Employees accepting a call-in to complete a scheduled shift that has already commenced are to be paid the greater of two (2) hours or the hours worked.**

#### **4.13 Meal and Rest Breaks**

Employees who work a shift of four (4) hours, but not more than five (5) hours shall receive one (1) paid fifteen (15) minute rest period.

Employees, working over five (5) hours are entitled to a thirty (30) minute meal period and 1 additional fifteen-minute break.

Breaks are to be taken during a regularly scheduled shift, subject to operational needs and by mutual agreement of the employee and Employer.

All breaks are to be uninterrupted. Where a break is interrupted, the employee is entitled to a subsequent replacement break period.

Employees are permitted to leave the store when on break.

Employees working a scheduled shift in a store where two (2) employees are scheduled, are only permitted to leave the store with specific authorization given by the store manager.



It is understood that Management may cover breaks to ensure compliance with municipal bylaws for minimum staffing levels.

## **SECTION 5 - SENIORITY**

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### **5.01 Seniority**

Seniority is defined as the length of employment with the BBuds in British Columbia as a member of UFCW 1518. For clarification, employment shall include all statutory leaves, disability leave, WCB, and all leaves captured under Section 11 and the Collective Agreement as a whole, from the most recent date of hire.

**Any returning employee who is rehired to their previous store within ninety (90) days of their last date for which paid, shall retain all previous seniority rights with respect to seniority hours and the corresponding rate of pay for the classification in which they are rehired.**

The Employer agrees to forward a list of all bargaining unit employee's names and addresses to the Union office in addition to seniority lists with hourly rates of pay, upon request.

### **5.02 Probationary Period**

All new hire employees will be subject to a ninety (90) day probationary period.

Employees will not be subject to seniority rights until completion of the probationary period, at which time they shall become credited with seniority from their date of hire.

## **SECTION 6 - HIRING**

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### **6.01 Hiring**

All job vacancies, whether part- time (PT) or full-time (FT), will be posted internally. When filling posted vacancies, qualifications, experience, skill and ability to perform the work set out in the job posting shall be the Employer's primary considerations. When these factors are equal among applicants for the position, the applicant with the most seniority (as applicable by store) shall receive preference.

**The Employer agrees to make members of the bargaining unit aware of all job vacancies.**

### **6.02 Job Postings**

Details regarding all job vacancies must be posted for the bargaining unit employees and sent to the Union **if requested**.

**Internal applicants will receive preference to external applicants.**

## Section 7 - WAGES

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### 7.01 Wages

All wage increases will be paid retroactive to the date of expiry of the collective agreement (August 8, 2023) within two (2) weeks of the first Sunday after Ratification.

All employees will transition to the new wage scale and be moved to the next highest rate above their existing pre-ratification rate of pay. If transition to the new scale does not result in a minimum one-dollar (\$1.00) increase, they will receive an off scale increase equal to this amount.

Employees who, pre-ratification, were receiving a bonus, will have the bonus added to their post ratification rate of pay.

New hire employees after the date of ratification will receive wage increases subject to the wage scale.

Steps	Time Worked	Budtender	Assistant Store Manager
1	0 to 3 months	18.50	\$21.00
2	3 to 6 months	19.25	\$21.50
3	6 months to 1 year	19.75	\$22.00
4	1.5 years to 2 years	20.25	\$22.50
5	2 years to 2.5 years	20.75	\$23.00

The probationary period is in no way impacted by an employee's placement on the scale.

When employees reach step five (5) they will receive a twenty-five cent (\$0.25) increase per hour, for every three hundred and fifty (350) hours of work.

The Employer may pay greater than the wage scale provided such an increase is not made with malintent or animus. The Employer will advise the Union of any increase in wages, within thirty (30) days, to any employee that is greater than the terms described above.

The Employer agrees that the Call-In Shift Premium, per s. 4.11, constitutes regular wages.

**Shift Lead Premium:** The Shift Lead is the person in charge on shift when the manager is not present.

Duties of the Shift Lead include delegating during downtime, making sure product

is stocked and accounted for, keeping track of product lists and inventory so they stay up to date, any troubleshooting with customer complaints when possible, and of course reporting back to the manager.

The Employer will schedule the Shift Lead on a rotating week-to-week basis. Employees are required to fill out a "Shift Lead Opt-In form" to indicate their interest in performing Shift Lead work. If employees are no longer interested in performing Shift Lead work, they must fill out an additional Shift-Lead Opt-In form to indicate as such to the Employer, and the Employer will remove them from the rotating schedule within thirty (30) days. A Shift Lead Opt-In or Opt-Out request will not be unreasonably denied.

The Shift Lead will be paid an additional one dollar and fifty cents (\$1.50) per hour, for all hours worked on a given shift.

## 7.02 Tip Pool

All tips and gratuities that are received from customers will be placed into an employee-controlled Tip Pool. Tips received during a regularly scheduled shift are to be split evenly between scheduled employees. All tips will be paid to each employee by the end of a scheduled shift.

Only members of the bargaining unit are entitled to participate in the Tip Pool, if no bargaining unit member are on a scheduled shift the tip pool does not apply at the manager's discretion.

**The Employer agrees to enable the selectable digital tipping feature in point-of-sale (POS) systems, to allow for voluntary customer tips via debit or credit methods of payment.**

## 7.03 Sick Pay

**As per Section 49.1 of the *Employment Standards Act***, the Employer will provide five days of paid sick time, **and three (3) days of unpaid sick time**, to all employees who are unable to report for work on account of a medical illness.

Employees will not be required to provide a doctor's note or the note of a medical practitioner as a condition of approval for paid sick time.

## 7.04 Pay Periods

Pay periods shall be bi-weekly and each employee shall be provided with a statement of earnings and deductions for each pay period.

## 7.05 Classification Change

Where new classifications are introduced into the bargaining unit, or where the Employer requires bargaining unit members to perform acting responsibilities outside of the scope of their job description, the Employer and the Union shall meet in good faith to discuss the job responsibilities and rates of pay. Where the parties are unable to agree on wage rates

for new classifications or acting responsibilities, this matter may be the subject of a grievance under Section 13.

## **SECTION 8 - VACATION**

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### **8.01 Vacation**

**In accordance with Section 58 of the Employment Standards Act, The Employer must pay an employee the following amount of vacation pay:**

- (a) after 5 calendar days of employment, at least 4% of the employee's total wages during the year of employment entitling the employee to the vacation pay;**
- (b) after 2 consecutive years of employment, at least 6% of the employee's total wages during the year of employment entitling the employee to the vacation pay.**

**Vacation pay must be paid to an employee:**

- (a) at least 7 days before the beginning of the employee's annual vacation, or**
- (b) on the employee's scheduled paydays, if**
  - (i) agreed in writing by the employer and the employee, or**
  - (ii) provided by the collective agreement.**

## **SECTION 9 – HEALTH AND SAFETY**

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### **9.01 Health & Safety Committee**

The Employer agrees to appoint a health and safety representative.

In the event that a worksite gains **12** or more employees in the bargaining unit, the Employer agrees that at that time, it will maintain a Joint Health and Safety Committee in accordance with the Workers Compensation Act and Regulations.

The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees. Health and Safety concerns may be raised at the monthly staff meetings or the Joint Labour Management meetings.

### **9.02 Safety Supplies**

All safety clothing and personal protective equipment required by the Employer or by WorkSafe BC (WCB) shall be provided for and maintained by the Employer. The Employer will maintain a sufficient amount of disinfectant, face masks, and other required supplies, to be used in the event of a Provincially Declared Health Emergency, where available.

Safety clothing and personal protective equipment (PPE) provided by the Employer are the sole property of the Employer. It is the responsibility of the employee to use all necessary PPE provided by the Employer while at work.

### **9.03 Duty to Accommodate**

The Employer agrees to consult the Union on accommodation matters where a difference arises affecting an employee's ability or inability to work, and/or where proposed accommodation may affect other bargaining unit members or the interpretation, application or operation of the terms and provisions of this Agreement.

### **9.04 Harassment including Sexual Harassment, Bullying and Discrimination**

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, bullying and discrimination. Where an employee alleges that harassment including sexual harassment, bullying, or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

The Employer recognizes that it is the Employer's ultimate responsibility to maintain a workplace free from harassment, including sexual harassment, bullying and discrimination.

Where an allegation of harassment, sexual harassment, bullying or discrimination has been received by the Employer, it will be investigated on a priority basis.

An investigation will include prompt interview of the parties involved and a review of all related evidence. The outcome of the investigation will be provided to the parties in writing within fourteen (14) days of receipt of the complaint, or as soon thereafter as practicable.

If faced by any form of harassment, including sexual harassment, bullying and discrimination, an employee may perform the following:

- (a) Where possible will clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop; and/or
- (b) Report the matter to their immediate supervisor or store manager.

### **9.05 No Discrimination**

Both the Employer and the Union endorse the principles outlined under the BC Human Rights Code wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the BC Human Rights Code.

## SECTION 10 - LEAVES

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### 10.01 General Leave Provisions

An employee's day off will not be altered to circumvent funeral leave benefit. This leave may be extended for up to five (5) working days by using vacation time, and/or unpaid leave.

Employees may request up to five (5) working days of vacation time, or unpaid leave for time off in the event of death of other family members not listed above.

### 10.02 Military Leave

An employee who is a member of the Canadian Armed Forces, including Reservists, and who is part of an operational deployment will be granted a Leave of Absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

### 10.03 Six (6) Week Leave of Absence

Upon **sixty (60)** days' notice all employees who have **been employed in excess of one hundred and eighty (180)** days are entitled to apply for an unpaid Leave of Absence of up to six (6) weeks in duration once per calendar year.

Employees on such a Leave of Absence will accumulate seniority.

**If the granting of a leave under section 10.03 would result in a store closure or undue hardship to operational needs, the leave may be denied.**

**Leaves of Absence shall not be unreasonably denied.**

### 10.04 Maternity Leave

An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual birth date. The employee may choose to delay the commencement of their maternity leave until the date of birth, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to maternity leave.

A request for leave made during the pregnancy must be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave.

A birth parent is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends.

All such requests must be submitted in writing at least two (2) weeks prior to their return-to-work date. The request must specify the length of the extension and the revised date

the employee will be available to return to work. The length of the extension can be modified by mutual consent.

In addition to the maternity leave set out above, an attending physician, upon certifying that the health of the mother or child may be in danger by the mother continuing to work, may extend such leave prior to delivery.

Benefit entitlement for the above leaves shall be as required by the BC Employment Standards Act.

#### **10.05 Parental Leave**

An employee who requests parental leave under this Section is entitled to:

- (a) for a parent who takes leave within one (1) year of the birth of a child or children and in conjunction with maternity leave taken under the Maternity Leave provision – up to sixty-one (61) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision;
- (b) for a parent, other than an adopting parent, who does not take a leave under the Maternity Leave provision, in relation to the birth of a child or children – up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child(ren)'s birth and within seventy-eight (78) weeks of that event;
- (c) for the adopting parent – up to sixty-two (62) weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.

If certified by a licensed medical practitioner that the child requires an additional period of parental care as per Section 50(2) of the BC Employment Standards Act, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision.

The employee is required to give the Employer four (4) weeks' advanced notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

Benefit entitlement for these above leaves shall be as required in the *BC Employment Standards Act*.

#### **10.06 Optional Unpaid Supplemental Leave**

An employee, upon completion of the Maternity and Parental Leaves, is entitled, upon a four (4) week advance notice, to receive an unpaid leave of absence. This Leave is to be continuous with the Maternity and Parental Leave.

## **10.07 Notice Required for Maternity, Parental and Supplemental Leave**

It is understood and agreed that an employee can give notice of request of all Leaves described under the Maternity, Parental and Optional Unpaid Supplemental Leave provisions. Should the employee decide to return to work earlier than the maximum leave entitlement to which they are entitled and have given notice, they shall be required to give four (4) weeks' notice of their intention to return to work.

## **10.08 Family Responsibility Leave**

The Employer will meet the minimum standards of the ESA in respect to family responsibility leave by providing up to five (5) days of unpaid leave during each year of employment to an employee who takes leave to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

## **10.09 Duties of Employer**

The Employer must not, because of an employee's approved leave, terminate employment or change a condition of employment without the employee's written consent. The Employer must place the employee in the same position the employee held before taking leave, or in a comparable position, upon the employees return from leave.

## **SECTION 11 – SKILL DEVELOPMENT AND LICENSING**

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### **11.01 Ongoing Cannabis Skill Development**

The Employers agree to mandatory programs prescribed by the government, and or any other training the employer deem necessary for the growth of the business providing the business can afford it.

**The Employer agrees to try on an annual basis to seek out third party training opportunities including but not limited to: workshops, farm tours, cannabis tasting visits and in-store cannabis demonstrations. The Employer will also try to regularly canvas employees on their desire to participate in such training activities.**

**Employees are permitted and encouraged during down times in the store to access the “Cannabis Education Quizzes” in the “Cannabis Education Folder.”**

### **11.02 Licensing**

The Employer will reimburse all employees half the cost for the renewal of “Selling it Right” licensing if the employee has worked for the employee a minimum of 10 months before their license expired, A license is valid for 24 months.



## **SECTION 12 – UNION SHOP**

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### **12.01 Union Leave**

The Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to fourteen (14) days according to the following formula:

- (a) Not more than one (1) employee from each store at any given time.
- (b) The Union shall notify the Employer at least four (4) weeks in advance of the commencement of all such leaves of absence.

Upon at least five (5) weeks' notice, the Employer shall grant a leave of absence, for purposes of Union business, up to two (2) employees, one (1) from each store, on the following basis:

- (c) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

**If the granting of such a leave would result in a prolonged store closure or undue hardship to operational needs, the employer may deny the leave request.**

**Leave requests under section 12.01 will not be unreasonably denied.**

### **12.02 Store Visits of Union Representatives**

Duly authorized Representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative shall notify the Store Manager in advance of their attendance on site. Such visits shall not interfere with the normal operations of the worksite, and the union will limit conversations to 5 minutes or have management approval.

It is understood that the Union Representative may attempt to resolve problems through Store Management prior to referring a matter to the grievance procedure.

### **12.03 Shop Stewards**

It is recognized that Shop Stewards may be elected or appointed by the Union from time-to-time and that the Employer will be kept informed by the Union of such appointments or elections. The Employer agrees to recognize Shop Stewards and alternate Shop Stewards.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice, shall be made aware of any disciplinary interview and be present if the employee requests it, when that member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file and/or when the member is to be suspended or discharged.

The employee cannot unreasonably delay a disciplinary meeting through witness selection. When a Shop Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from their immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

Shop Stewards may introduce new members to the Union on Employer time to present membership cards for signature.

#### **12.04 Discipline Interview**

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report, the employee shall have the right to a shop steward of witness of their choice.

#### **12.05 Employee Personnel File**

A copy of any formal discipline report to be entered on an employee's file will be given to the employee.

Subject to giving the Employer notice in advance, employees shall have access to their personnel file within three (3) days of a request.

The Employer is responsible to keep all personal information safe and confidential.

#### **12.06 Joint Labour Management**

It is agreed that Joint Labour Management meetings will be held as requested, not more than once per quarter, involving an equal number of management and employee representatives. The purpose of these meetings is to promote a harmonious relationship between management and employees, **to raise and solve issues at store level and the expectation is for a good faith discussion related to matters in the workplace.**

The taking of minutes will **be handled by employees**. Minutes will be provided to the Union within two (2) weeks of the meeting date upon which the minutes are approved.

### **SECTION 13 - GRIEVANCE**

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#### **13.01 Grievance Procedure**

Any complaint, disagreement or difference of opinion between the parties concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

The Employer and the Union agree that all reasonable effort shall be made to settle the dispute at the store level. Efforts between the Employer and the Union to resolve disputes at store level will not be used as an impediment to reliance on the grievance procedure by either party.

- (a) Step one (1): Grievances regarding suspension or termination shall be submitted by the Union and the Employer within twenty-one (21) days of the event giving rise to the grievance, must be presented in writing, and shall clearly set forth the grievance and the contentions of the aggrieved party.

All other Grievances shall be submitted by the Union and the Employer within thirty-one (31) days of the event giving rise to the grievance.

The Employer or the Union agree to reply in writing as to the disposition of all grievances submitted by the other party within fourteen (14) days of receipt of the grievance.

- (b) Step two (2): If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within twenty-one (21) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14.02 of this Agreement.

### **13.02 Board Of Arbitration**

The Board of Arbitration shall be composed of a mutually agreeable single Arbitrator. Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

## **SECTION 14 – POLICY CHANGE**

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### **14.01 Policy Change**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, the Employer will abide by Section 54 of the BC Labour Code.

## **SECTION 15 - MISCELLANEOUS**

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### **15.01 Union Board**

The Employer will provide a dedicated bulletin board for the exclusive use of the Union to be posted in a staff-accessible location. Shop Stewards or Union Representatives shall be the only authorized people to post material.

In the event management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns.

#### **15.02 Uniforms**

As of September 1<sup>st</sup>, the new dress code will be uniform. The company will provide new T-shirts at no cost to the employees, and upon request the employer will launder the uniform. The employee's handbook will outline company's dress code in more detail.

#### **15.03 Tools and Supplies**

The Employer is to provide and maintain all tools and equipment required to perform job related duties.

#### **15.04 Discounts**

All employees can purchase cannabis products at **20%** discount and non-cannabis products at 30%.

All employees can order favorite products at wholesale quantity size and cost including GST by advising the manager to place an order for them.

All employees can share their discount with **two members** of their household.

#### **15.05 Workloads**

If an employee believes the amount of work they are required to perform is excessive over what is required from the rest of the staff the question shall be discussed with management then referred to the grievance procedure within 7 days of concern.

#### **15.06 Union Activity Protection**

No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

Allegations that an employee resigned as a result management conduct shall be considered under the grievance procedure within 7 days of resignation. If the grievance is successful, the employee shall be deemed not to have resigned.

#### **15.07 Union Decal**

The Employer agrees to display a Union decal in a public place as designated of each unionized location represented by UFCW 1518.

## **SECTION 16 – TERMS OF AGREEMENT**

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### **16.01 Duration**

The provisions of this Agreement shall be binding and remain in full force and effect from the Date of Ratification, **August 8, 2023**, for a period of 1 year and thereafter in accordance with this section.

### **16.02 Notice to Bargain**

This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or the Union, giving written notice to the other party within **four (4)** months immediately preceding the expiry of the Agreement. Where no notice is given by either party, both parties shall be deemed to have given notice ninety (90) days before the expiry of the Agreement and thereupon Section 16.03 applies.

### **16.03 Commencement to Bargain**

Where a party to this Agreement has given notice under this Section, the parties shall, within ten (10) calendar day after the notice was give, commence collective bargaining.

### **16.04 Agreement to Continue in Full Force**

Both parties shall comply with the terms of this Agreement during the period of collective bargaining and until a new Collective Agreement is signed by the parties without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

### **16.05 Effective Date of this Agreement**

The provisions of this Agreement shall come into force and effect on the Date of Ratification of this Agreement effective 1 year from ratification.

### **16.06 Start-Up Agreement**

In recognition that this is a start-up Agreement, both Parties agree that upon request from either the Employer or the Union, the parties shall meet and resolve any and all outstanding problems in relation to the start-up Agreement which may include the amendment of existing contractual language as may be mutually agreed.

SIGNED this 28 day of <sup>AUG</sup> \_\_\_\_\_, 2023.

**FOR THE UNION  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518**

**FOR THE EMPLOYER  
BBUDS CANNABIS**



\_\_\_\_\_  
Kim Novak, President

Rose Duncan

\_\_\_\_\_  
Rosetta Duncan

**LETTER OF UNDERSTANDING #1**

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**Re: Seniority Rights and Scheduling**

In bargaining 2023, the parties discussed the challenges associated with scheduling in a small store format. The Union and Employer agreed that in certain circumstances, seniority scheduling rights may be temporarily amended by mutual agreement to ensure the viability of the business.

Where either party desires to temporarily amend seniority rights, they will request agreement of the other party in writing, clearly setting out the circumstances that would give grounds for the amendment. The responding party will provide a written response within fifteen (15) days of receiving the request.

AGREED to this 11<sup>th</sup> day of August, 2023.

**FOR THE UNION  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518**

**FOR THE EMPLOYER  
BBUDS CANNABIS**



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Kim Novak, President

Rose Duncan

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Rosetta Duncan

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