

# **COLLECTIVE AGREEMENT**

**Between**

**Potanicals Green Growers Inc.  
Peachland Location**

**And**

**United Food and Commercial  
Workers, Local 1518**

**March 30, 2021 to March 30, 2022**

**Ratified by member vote: March 30, 2021**



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**MEMORANDUM OF AGREEMENT made this 18 day of March, 2021.**

**BY AND BETWEEN: POTANICALS GREEN GROWERS INC. PEACHLAND LOCATION,**  
a body corporate carrying on business in Peachland Province of  
British Columbia

(hereinafter referred to as the "EMPLOYER")

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

(hereinafter 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 – Bargaining Agency**

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**1.01 Union Recognition:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Potanicals Green Growers Inc. Peachland Location located at, Peachland, British Columbia, with respect to rates of pay, wages and all other conditions of employment set out in this agreement.

**SECTION 2 – Union Shop**

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**2.01 Union Membership:** 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 a dues check-off form and Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three (3) 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.

**2.03 Probationary Period:** All new hire employees will be subject to a ninety (90) day probationary period. After being accepted for initial employment, 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.

Employee suitability will be fairly assessed by the Employer before the expiry of the probationary period and probationary employees may be terminated on the basis of suitability without notice, wages in lieu of notice, or severance pay at any time during the probationary period.

After successful completion of the probationary period, the employee becomes a permanent employee.

### **SECTION 3 – Jurisdiction**

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**3.01 Work Clause:** All work in the growing, harvesting, packaging, extraction and dealing with the handling of cannabis products of the Employer shall be performed only by employees of the bargaining unit who are members of UFCW Local 1518.

The Union and the Employer agree to meet in good faith to discuss any additional services that will impact existing employees' hours of work, prior to those services being put in place.

**3.02 Contracting out work:** There shall be no contracting out of work presently being performed by members of the Bargaining Unit, nor shall there be any contracting out of work where it is possible to employ members of the Bargaining Unit. Should sub-contracting be required, the Company and Union will meet to discuss terms/conditions and the parties agree they will act reasonably and in good faith.

### **SECTION 4 – Schedule, Overtime, Statutory Holidays**

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**4.01 Work Schedule:** The Employer reserves the right to schedule hours of the operation, employee hours of work, rest periods, meal periods and overtime work subject to the terms of the Agreement. It is understood that most work is done during the Monday – Friday workweek, with the exception of cultivation, which operates seven (7) days a week.

The Employer shall post a weekly work schedule for each full-time employee two (2) weeks in advance.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or reasons completely beyond the Employer's control, including unsuitable weather conditions, a power outage or other instances of force majeure.

In all other cases, at least twenty-four (24) hours of notice of any additional change must be given, or four (4) additional hours of pay will be given in lieu of notice. Employees shall be given verbal notice of a schedule change occurring after their schedule has been posted.

It will be considered sufficient compliance with this section if:

- (a) A message has been left on an answering machine or a voicemail or text on an employee's cell phone; or,
- (b) Two (2) telephone calls have been attempted, not less than twelve (12) hours apart with no answer.

Monday shall be considered the first day of work for the basic work week. Daily hours of work shall be consecutive with the exception of breaks. The schedule shall show the regular starting time and finishing time for each employee.

**4.02 Shift Scheduling:** All scheduled shifts will be eight (8) hours per day. The Employer may schedule shifts of less than eight (8) hours of work if mutually agreed to between the Employer and the employee.

Hours of work will be scheduled by department/classification subject to seniority and based on maximization of employee hours of availability.

**4.03** A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be sent to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date he or she advises the Employer of his or her full availability.

All part-time employees shall have the option to change their weekly hours of work up to three (3) times per calendar year.

All changes shall be effective the next posted schedule. Restricted employees do not have the right to claim any hours above their restriction.

**4.04 Recording Hours of Work:** The Employer shall provide a punch clock 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 recording system.

**4.05 Interval Between Shifts:** There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed.

**4.06 Minimum Daily Pay:** All employees reporting for work according to the Work Schedule and finding their services are not required, shall receive a minimum of four (4) hours' pay if scheduled for a shift of over four (4) hours.

All employees are not entitled to minimum daily pay where:

- (a) the employee is unfit to work or fails to comply with Part two (2) of the Workers Compensation Act, or a regulation under that Part; or,

(b) the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions, a power outage or other instances of force majeure.

**4.07 Employee Classification and Days Off:** Full-time (FT 30 hours or more per week) employees will be scheduled to work forty (40) hours per week, with full availability and with consecutive days off.

**4.08 Overtime Pay:** Overtime shall be offered by seniority. When required to work overtime, an employee may decline if they have a valid reason. Such refusal shall be accepted provided there is another employee on shift when the overtime is required who is prepared to work the overtime and has the ability to perform the work required. Overtime is paid at the rate of time and a half (1 ½ ) times the employee's regular rate of pay after eight (8) hours of work, up to twelve (12) hours of work. Overtime will be paid at the rate of two (2) times the employee's regular rate of pay after twelve (12) hours of work.

Employees are to be paid at the rate of two (2) times the employee's regular rate of pay for any time worked on a day of rest.

Overtime work shall, as much as possible be avoided, but where overtime work is required, reasonable notice shall be given to employees except in cases of emergency.

Overtime will be paid or banked on a monthly basis.

**4.09 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, Thanksgiving Day, Remembrance Day, Christmas Day, and all other holidays proclaimed by the Federal, 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 full stat pay. An employee who works less than fifteen (15) days prior to the stat is entitled to pro-rated stat pay based on the number of hours of work.

An employee who works on a statutory holiday shall have the option of another day off in lieu of the statutory holiday, provided that suitable relief staff is available. This means that an employee who works on a statutory holiday shall not be required to work more than thirty-two (32) hours in that week.

**4.10 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, on a department basis.

Employees reporting to work a call-in shift are to be paid a minimum of four (4) hours.

**4.11 Meal Break and Rest Break(s):** Employees shall be entitled to the following breaks:

Hours Worked	Break Entitlement
Shift of up to four (4) hours	One (1) fifteen (15) minute rest break, paid
Shift of four (4) to six (6) hours	One (1) additional thirty (30) minute meal break, unpaid
Shift of over six (6) hours	One (1) additional fifteen (15) minute rest break, paid

Those employees who have two (2) rest breaks will be scheduled one (1) rest break before and one (1) rest break after a meal break. Rest breaks are to be scheduled during a regularly scheduled shift, subject to business levels and by mutual agreement of the employee and Employer.

**SECTION 5 – Seniority**

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**5.01 Seniority:** Seniority is defined as the length of continuous service with the employer in British Columbia as a member of UFCW 1518. For clarification, continuous service shall include all statutory leaves, disability leave, WCB leave and all leaves captured under Section 10 of this Agreement, from the most recent date of hire.

Seniority lists of all employees shall be forwarded to the Union office twice per year.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer; or
- (b) Is discharged; or
- (c) Is absent without approved leave for a period of more than three (3) working days; or
- (d) Fails to report to work within five (5) working days of being recalled from a layoff.

The Employer agrees to give all employee two (2) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

**SECTION 6 – Hiring Job Vacancies and Transfers**

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**6.01 Hiring:** All job vacancies will be awarded to internal candidates on a preferred basis over external applicants, based on seniority and commensurate experience with the job duties of the vacant position.

**6.02 Transferring Departments:** Employees are permitted to transfer departments upon successful application to a vacant posting in a department of their choosing.

Employee applications for department transfers, will not be unreasonably denied.

An employee who posts into a job in another department, or otherwise transfers to a new department, shall be paid the rate for the job they will perform in the new department but, otherwise, will suffer no loss in seniority or other entitlements.

## SECTION 7 – Wages

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**7.01 Wage Rates:** The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule of wage rates contained below hereto during such time as the Agreement is in force, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by the signing of this Agreement.

**7.02 Wages:** The Employer agrees to pay all employees according to the wage rates contained below to the Agreement with the following exceptions:

### Master Grower

STEP	HOURLY RATE
1	\$43.75
2 (2080 hours)	\$44.75
3 (4160 hours)	\$45.75
4 (6240 hours)	\$46.75
5 (8320 hours)	\$47.75
6 (10,400 hours)	\$48.75

### Cultivation/Extraction/Quality Assurance/Quality Control/Maintenance

STEP	HOURLY RATE
1	\$18.00
2 (2080 hours)	\$19.00
3 (4160 hours)	\$20.00
4 (6240 hours)	\$21.00
5 (8320 hours)	\$22.00
6 (10,400 hours)	\$23.00

### Analytical/Micro Testing

STEP	HOURLY RATE
1	\$22.00
2 (2080 hours)	\$23.00
3 (4160 hours)	\$24.00
4 (6240 hours)	\$25.00
5 (8320 hours)	\$26.00
6 (10,400 hours)	\$27.00

## Production/Packaging/Labour

STEP	HOURLY RATE
1	\$15.60
2 (2080 hours)	\$16.60
3 (4160 hours)	\$17.60
4 (6240 hours)	\$18.60
5 (8320 hours)	\$19.60
6 (10,400)	\$20.60

- (a) Wages to be paid hourly, for all time worked.
- (b) It is agreed that no employee's wages will be reduced as a result of the wage rates agreed to in this first Collective Agreement.

**7.03 Pay Periods:** Pay periods shall be semi-monthly and each employee shall be provided with a statement of earnings and deductions for each pay period.

## SECTION 8 – Vacations with Pay

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**8.01** All employees begin accumulating vacation hours on their date of hire. Employee vacation pay accrual will be based on a percentage of total earnings:

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
After one (1) year of service	2 weeks	4%
After five (5) years of service	3 weeks	6%
After eight (8) years of service	4 weeks	8%

If multiple employees request vacation on the same dates and the employer needs cannot accommodate all requests, the senior employee shall be granted vacation.

Subject to employer needs, vacation may be taken in single-day allotments. Requests to book vacation in a continuous block will not be unreasonably denied.

Employees are encouraged to use their entire vacation entitlement in each calendar year. Unused vacation entitlement may be carried over for one (1) calendar year with CEO approval. Approvals will not be unreasonably denied.

## SECTION 9 – Health and Wellness, Harassment: Including Sexual Harassment, Bullying and Discrimination

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**9.01 Health and Dental Benefits:** The Employer will continue to provide benefits consistent with those provided under the current benefit plan.

**9.02 Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety 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.

This will include but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program and all minutes for Health and Safety Meetings. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the employees involved.

The Employer and the Union agree to select part-time and full-time employees, wherever possible, to fill the positions of the Health and Safety Committee.

**9.03 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 store of disinfectant, face masks, and other needed supplies, to be used in the event of a Provincially declared Health Emergency. Safety clothing and personal protective equipment provided by the Employer are the sole property of the Employer. If the department requires work boots, the employer will provide an allowance of up to \$125 annually for work boots.

**9.04 Sick Pay:** The Employer will provide five (5) days of paid sick time to all employees who are unable to report for work on account of a medical illness.

Sick leave cannot be used for absence of any kind other than for employee illness, injury or medical appointments. Should the Employer require a medical note for the absence, the Employer will cover the cost of the medical note.

**9.05 Duty to Accommodate:** The Employer will share with the Union the full details of a proposed Accommodation prior to implementation so that the Union has the opportunity to critique and participate in finalizing the details of the Accommodation.

The Union shall fully participate in the accommodation process included, where appropriate, agreeing to adjust the terms and conditions of this agreement in order to provide an effective accommodation for employees.

**9.06 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. The Union and all employees recognize that this is a responsibility that is shared and agree to be proactive in addressing and resolving incidents of harassment including sexual harassment, bullying and discrimination.

Where an allegation of harassment, sexual harassment, bullying, or discrimination has been received by the Employer or the Union, 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) of receipt of the complaint.

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;
- (b) Report the matter to their immediate superior or manager, who will investigate the matter and report findings in writing to the employee who raises the complaint;

**9.07 No Discrimination:** Both the Employer and the Union endorse the principles outlined under the B.C. 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 B.C. Human Rights Code.

## **SECTION 10 – Leaves**

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**10.01 General Leave Provision:** Employees are entitled to all job protected leaves as provided by the B.C. Employment Standards Act (the “ESA”), Part 6, as amended from time-to-time.

The leaves recognized by this agreement include:

- (a) Illness and Injury leave
- (b) Maternity leave
- (c) Parental leave
- (d) Family responsibility leave
- (e) Compassionate care leave
- (f) Critical illness or injury leave
- (g) COVID-19-related leave
- (h) Reservists leave
- (i) Leave respecting the disappearance of a child
- (j) Leave respecting the death of a child
- (k) Leave respecting domestic or sexual violence
- (l) Bereavement leave
- (m) Jury duty leave

**10.02 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 - Union Related Business, Shop Steward Recognition, Joint Labour Management**

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**11.01 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, provided there isn't an impact to the operational requirements:

- (a) Not more than two (2) employees at any given time.
- (b) The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

Upon at least six (6) weeks' notice, the Employer shall grant a leave of absence, for purposes of Union business, up to two (2) employees on the following basis:

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

The Employer will bill the Union and the Union will reimburse the Employer, within thirty (30) days of receipt of the Employer's invoice, for wages and benefits paid to an employee during a Union approved leave of absence.

**11.02 Unit Visits of Union Representatives:** Duly authorized full-time Representatives of the Union shall be entitled to visit 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 will provide a minimum 48 hours' notice to Human Resources when they intend to visit the worksite.

With management approval, the interview of an employee by a Union Representative, while on duty, is not to exceed five (5) minutes in duration or interfere with service to the public. Interviews may exceed five (5) minutes at the discretion of the Employer. The Union agrees to endeavour to conduct interviews during break times.

Upon reasonable notice to the Employer, Union Representatives shall be permitted access to the location for the purposes of conducting elections for Shop Stewards and Health and Safety Committee Members.

**11.03 Shop Stewards:** It is recognized that shop stewards may be elected or appointed by the Union from time-to-time and the Employer will be kept informed by the Union of such appointments or elections. The Employer agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward per shift.

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.

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 Manager. Such permission will not be unreasonably denied.

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

**11.04 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 witness of their choice.

If, during any other private corrective interview with Management, it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of their choice. Any witness used by the employee in the above situations will be another employee working at the time the interview is being held.

**11.05 Employee Personnel File:** A copy of any formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only.

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

**11.06 Joint Labour Management:** It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of three (3) employee representatives and three (3) Employer representatives. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

The taking of minutes will alternate between the Employer and employees. Minutes are to be kept by the Employer and provided to the Union within two (2) weeks of the meeting date upon which the minutes are approved.

## **SECTION 12 – Grievance Procedure and Arbitration**

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**12.01 Grievance Procedure:** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance. The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union within ten (10) business days of receipt of the grievance.

- (a) Step one (1): Grievances shall be submitted by the Union and the Employer within ten (10) 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.
- (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 fourteen (14) 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 is to be established in the manner provided in Section 12.02 of this Agreement.

**12.02 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 13 - Change in Work Place Policy**

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**13.01 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 14 – Miscellaneous**

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**14.01 Union Board:** The Employer will provide a dedicated bulletin board for the exclusive use of the Union to be posted in a visible 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.

**14.02 Tools and Supplies:** The Employer is to provide and maintain all tools and equipment required to perform job related duties.

**14.03 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.

**14.04 Classifications and Job Descriptions:** The Employer agrees to provide, as Appendix “A” to this Agreement, a list of classifications and corresponding job duties for each classification to be reviewed and agreed to by the Union within six (6) months of Ratification of the Agreement.

**14.05 Intimidation:** 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. If an employee walks off the job and alleges Management has deliberately coerced or intimidated them

into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned.

## **SECTION 15 – Expiration and Renewal**

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- 15.01 Duration:** The provisions of this Agreement shall be binding and remain in full force and effect to midnight on **the twelfth (12) month Anniversary of Ratification March 30, 2021** and thereafter in accordance with this Section.
- 15.02 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 on or after four (4) months prior to **March 30, 2022**. Where no notice is given by either party prior to **March 30, 2022**, both parties shall be deemed to have given notice under this Section on the date of one (1) month after **March 30, 2022**, and thereupon Section 15.03 applies.
- 15.03 Commencement of Bargaining:** Where a party to this Agreement has given notice under Section 15.02, the parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.
- 15.04 Change in Agreement:** This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.
- 15.05 Agreement to Continue in 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.
- 15.06 Effective Date of Agreement:** The provisions of this agreement shall come into force and effect on the date of ratification of this Agreement.
- 15.07 Exclusion of Operation:** The parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and any subsequent equivalent legislation.

SIGNED THIS 23 DAY OF April, 2021.

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



Kim Novak, President

**FOR THE EMPLOYER  
POTANICALS GREEN GROWERS INC.  
PEACHLAND LOCATION**



Yuan Gao

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