

COLLECTIVE AGREEMENT

Between

Seed & Stone

S & S Bay Center Limited Partnership (Seed & Stone), 616 Fort Street, Victoria, BC, V8W 3V2 and S & S Victoria Limited Partnership (Seed & Stone), 901 Gordon Street, Victoria, BC, V8W 3P9 and Seed & Stone Delta Retail Ltd. (Seed & Stone – Outlet Store), 616 Chester Road, Delta, BC, V3M 5V8 (The “Employer”)

And

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

November 22, 2022 to November 22, 2024

Ratified by member vote: November 22, 2022



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MEMORANDUM OF AGREEMENT made this 14th day of November, 2022.

BY AND BETWEEN: **Seed & Stone**, S & S Bay Center Limited Partnership (Seed & Stone), 616 Fort Street, Victoria, BC, V8W 3V2 and S & S Victoria Limited Partnership (Seed & Stone), 901 Gordon Street, Victoria, BC, V8W 3P9 and Seed & Stone Delta Retail Ltd. (Seed & Stone – Outlet Store), 616 Chester Road, Delta, BC, V3M 5V8

(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 – Purpose

- 1.01 Recognition:** This Agreement is intended to establish terms and conditions of employment beneficial to the employees and the Company, to provide a harmonious method by which to resolve differences promptly and without interruption of work and to enable the Company to operate efficiently and profitably.
- 1.02 Union Co-operation:** The Parties agree at all times as fully as it may be within their power to further the interests of all employees and the Company.

SECTION 2 – Integrity of Agreement

- 2.01 Recognition of Bargaining Authority:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Seed & Stone Cannabis, located at 901 Gordon Street and 616 Fort Street, Victoria, and 616 Chester Road, Delta, 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

The Employer constitutes a single employer for the purposes of section 38 of the BC Labour Relations Code for all employees at and from, S & S Bay Center Limited Partnership (Seed & Stone), 616 Fort Street, Victoria, BC, V8W 3V2 and S & S Victoria Limited Partnership (Seed & Stone), 901 Gordon Street, Victoria, BC, V8W 3P9 and Seed & Stone (Delta) Retail Ltd. (Seed & Stone – Outlet Store), 616 Chester Road, Delta, BC, V3M 5V8.

2.02 Jurisdiction: With the exception of personnel excluded by the Labour Relations Code of British Columbia all work in the handling 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.

The parties agree to meet to discuss any additional third-party services (i.e. sampling, drivers), employees from other locations doing temporary work, or other changes that will impact existing employees' hours of work prior to those services being put in place.

It is not the intent of the employer to reduce or eliminate employee hours of existing bargaining unit members. If a bargaining unit employee suffers a loss of hours as a direct result of excluded personnel in this Agreement or any third-party service working in the handling and selling of merchandise in the retail stores of the Employer the union and employer will meet to mitigate and reduce impacts.

2.03 Labour Relations Code: The operation Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

2.04 Work Interruption Prohibited: It is understood that during the term of this Agreement that the Employer will not lockout its employees. It is also understood that during the term of this Agreement the Union will not permit or encourage any strike, slowdown, stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

It is understood and agreed that any participation in any work slowdown that is designed to or does limit production or services will be cause for discharge.

SECTION 3 – Wages and Health Benefits

3.01 Base Wages: The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule of wage rates below 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 reason of the signing of this Agreement. Red circle any employee's wage rate if the wage rate is above the wage scale.

The Employer will implement the changes to the terms of employment as outlined in the Agreement by no later than thirty (30) calendar days, following the date of Ratification. –

Wage Scale: Refer to APPENDIX A for applicable wage rates. Step wage increases will be calculated based on total Hours Worked from Date of Hire.

Signing Bonus: All employees employed at ratification receive \$500 signing bonus.

3.02 Shift Premium

Training Premium: Employees who are scheduled to train new employees are to receive a premium of fifty cents (\$0.50) per hour for all scheduled training shifts.

Call-in Premium:

All employees who attend to work a Call-In Shift, subject to Article 7.10 and Article 7.05, will be \$0.50 per hour premium for hours of work during the Call-In Shift. Casual employees are not entitled to any call-in premiums.

Only Managers can give Shift Premium approval. Shift Premiums are not offered on swapped shifts. Call-in shifts will be subject to minimum daily pay in accordance with this Agreement.

- 3.03 Health and Wellness:** Health Benefits, including but not limited to dental, prescription drug coverage, ADD&D and Life Insurance, will be provided to all employees after three (3) months of continuous employment, who work a minimum average of thirty two (32) hours per week. An average week of work will be calculated based on the previous eight (8) weeks in which regular hours of work were performed.

Employees must consistently be working 32 hours/week in order to remain on the group benefits plan. Temporary fluctuations in employee availability/schedule up to a (1) month period will not alter benefits eligibility. A change in availability/scheduling for more than a one (1) month period, in which employee hours worked are less than 32 hours/week, will result in termination of group benefits.

The plan is to be paid (50%) by the employer.
Employees enrolled in the benefits program will not suffer a loss in eligibility as a result of an approved leave.

The Employer will provide the requisite paperwork for enrollment in the plan to each employee within five (5) calendar days of the employee having achieved eligibility or having demonstrated a reasonable likelihood of meeting eligibility.

There will be no negative changes to the benefits plan for the duration of the collective agreement unless mutually agreed.

- 3.04 Discounts:** All employees are entitled to purchase cannabis from any of the Employer's retail locations as per employee discount applicable at the store. Fort and Gordon St. stores employee discount is 25% and Delta store is 20%.

The discount does not apply on purchases over \$250 a month.

The Employer reserves the right to investigate alleged instances of abuse of the discount policy.

- 3.05 Collection and Distribution of Tips:** All Tips and/or Gratuities (collectively referred to as "Tips") that are received from customers will be placed into an employee-controlled "Tip Pool". Unless otherwise determined, all Tips are considered "Direct Tips" in accordance with the BC Employment Standards Act, and regulations of the CRA. -

Tip options will be added to debit/credit machine as soon as possible but not later than February 28, 2023. Should the employer be unable to implement changes to the tip option on the credit or debit machine as a result of third party delay, the parties will meet to discuss in good faith a timeline for implementation of the changes. Tips

received are to be split evenly between daily scheduled budtenders.

SECTION 4 – Union Security

- 4.01 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, phone number 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 provided to the Employer by the Union. The Employer further agrees to provide the Union, at least once a quarter, with a list containing names of all employees who have been hired or terminated of employment during the preceding three (3) months.

- 4.02 Union Dues:** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees and Union dues, 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 fifteenth (15) 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.

Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees and dues of an employee. The Union agrees to indemnify and save the Company harmless from any claims which may arise in complying with the provisions of this Article.

- 4.03 Internal Hiring and Promotion:** All bargaining unit vacancies, whether part-time or full-time, will be awarded to internal candidates on a preferred basis over external applicants, based on qualifications, experience, skills, availability and abilities and if reasonably equal seniority will be the deciding factor. 'Internal applicant' includes any member of the bargaining unit.

Employees are permitted to apply to vacant postings at unionized locations. The bargaining unit positions will be considered internal.

- 4.04 Job Postings:** All job vacancies in the bargaining unit, will be posted in the workplace and shared by email, for a minimum of seven (7) days in advance of an external posting. The employer may post externally at the same time as an internal posting with agreement from the union on a case-by-case basis. The employer will notify the union by email and if no response is received within two (2) business days, the union is deemed to be in agreement. Details regarding all job vacancies must be emailed to members of the bargaining unit, and the Union the day they are posted.

Feedback: Current employees who applied, but were not successful in their application, will receive feedback to support their future candidacy and professional development goals.

SECTION 5 – Bullying and Harassment

5.01 Harassment: The Employer will maintain policies and procedures that meet or exceed the standards required by WorkSafeBC.

No Harassment: 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*.

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 file a complaint through Worksafe BC.

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident.

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

5.02 Right to Refuse Service: Employees are not required to tolerate abuse or hostility in the workplace. Should the Manager immediately be available the employee(s) will call the Manager to deal with the issue. In cases where the Manager is not immediately available the two Budtenders will discuss and if they mutually agree service will be refused and the matter reported to the Manager without delay. The report will contain as much information as possible including the time and date as well as names.

Any incident involving refusal of service will be included in monthly health and safety meetings to determine next steps for protection from ongoing harassment.

5.03 Workplace Safety: 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 needed 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.

5.04 Duty to Accommodate: The Employer agrees to Discuss with 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.

5.05 Injury at Work:

Injured Employee - Daily Earnings: If an employee is injured at work, and a doctor recommends no further work that day, the employer will maintain the employees daily earnings and benefits for that day.

Injured Employee Transportation: If an employee is injured at work, the employer will provide transportation to the employee to a doctor's office or hospital, or be compensated for the costs incurred to and from.

5.06 Health and Safety Committee:

Each store's Health and Safety Committee shall consist of one (1) employee representative elected by Bargaining Unit members or appointed by the Union, and at least one (1) Employer representative. The Employer may make up no greater than 50% of the committee.

The Employer agrees to maintain a Joint Health and Safety Committee at the store. The Committees shall function in accordance with the Workers Compensation Act and Regulations.

Meetings will be held on a regular basis, at least once per month, before or after regularly scheduled shifts, and will be considered paid time.

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.

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

Apparel: The Employer is to provide each Employee with at least two (2) pieces of branded apparel upon their date of hire, and annually thereafter. In the event that there is a discontinuation in the branded apparel over the duration of the collective agreement, The employer will provide similar branded apparel.

SECTION 6 – Pay Statements

6.01 Pay Period: Pay periods shall be bi-weekly.

6.02 Pay Statements: Employees shall be provided with a statement of earnings and deductions for each pay period.

6.03 Recording Hours of Work: Employees must clock-in and clock-out at the conclusion of their shift. The Employer is responsible for providing a timekeeping system for the purposes of tracking worked time.

Where an error in the recording of time occurs, the Employer and employee will make best efforts to resolve the error in a timely basis. Payroll errors will be paid out in the pay period where the error occurred or on the pay period following the date the error was identified.

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

6.04 No Unlawful Deductions: The Employer will not make any unlawful deductions to employee pay. In case of overpayment, or an employee advance, a repayment plan must be presented to the Employee in advance.

SECTION 7 – Scheduling

7.01 Straight Time Hours of Work:

(a) Normal straight time hours of work shall be:

- I. not more than eight hours in any one day;
- II. not more than five working days in any work week;
- III. not more than forty hours in any work week

(b) **Minimum Daily Pay:** If an employee is scheduled for work on any day and reports to work, the employer must provide four (4) hours work at their regular wage. The employer may offer the employee the opportunity to volunteer to finish early and reduce their paid hours accordingly. Should the employee not volunteer, employees will complete their four (4) hour shift and be paid for their four-hour shift.

(c) **Daily Pay Exemption:** Employees scheduled for a staff meeting, event, educational workshop, or other extraordinary purpose, on an employee's day off, and are required to attend may be paid a minimum of two (2) hours as an exception to minimum daily pay.

7.02 Overtime: Overtime pay will be paid at one-and-a-half (1.5X) 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 twelve (12) hours. Paid breaks are included in the total calculation of 'hours worked'. All hours must be approved by management.

(a) **Daily Overtime:** Daily overtime pay is paid when an employee has worked more than eight (8) hours in a day

(b) **Weekly Overtime:** Weekly overtime pay is paid when an employee has worked more than forty (40) hours in any given week from Saturday through Friday.

7.03 Employee Responsibility: Start Time

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

7.04 Scheduling: Employees may be scheduled at the unionized stores (Gordon and Fort Street Locations) covered by this collective agreement, across a week or a shift. Employees may indicate on their availability form their store preference. Operational needs shall be the driving factor and individual preferences will not be unreasonably denied.

7.05 Work Schedules:

- (a) The Employer shall determine the staff complement and scheduled shift times in all classifications.
- (b) A work schedule shall be available each week on the online portal 14 days in advance by Thursday 5:00 p.m. It is the responsibility of every employee to check the posted work schedule for changes.
- (c) The Employer may make changes in cases other than emergencies to add or change shifts after the schedule is posted and provide at least 48 hours notice. If an employee is unavailable for the changed shift, the employer will attempt to schedule another employee. Schedule changes made with under 48 hours notice this period are to be accepted or declined at the sole discretion of the Employee.
- (d) In situations where an employee has not been notified of a cancelled shift and they report to work they will be provided with work and/or paid for two (2) hours of work as determined by the employer.

7.06 Scheduling Principles:

- (a) For the purpose of scheduling, each calendar year will be divided into three segments, January to and including April; May to and including August; and September to and including December. All employees will be required to complete a Scheduling Availability Form documenting their availability for scheduling for each segment.
- (b) Employees hired during any of the above segments, shall complete the form and their availability will remain as per their form for the balance of the segment in which they were hired.
- (c) The availability registered on the Scheduling Availability Form, shall for each employee be binding throughout the period of four months, and shall remain in force until replaced by another Scheduling Availability Form.
- (d) Employees may request changes within the three binding segments by application to the Employer and the Union. Any changes must be mutually agreed to and will not be unreasonably withheld. Mutually agreed changes during the binding availability segments are not subject to the grievance procedure.

- (e) Any employee who fails to file a new Scheduling Availability form for the next segment shall be assumed to have registered the preferences they selected for the previous four-month period. Three weeks in advance of the new scheduling segment, the Employer will provide employees with a new Scheduling Availability Form to register their availability for the next segment period. The new Form will be due one week in advance of issuing the schedule for the first week of the next segment.
- (f) Employees, other than casual employees, will be expected to provide a minimum of two (2) days of availability, per scheduling segment. Those employees who do not provide a minimum of two (2) days of availability, with the exception of leave, vacation, force majeure or as otherwise protected under this agreement, will be subject to termination of employment. The Employer agrees that any employee who submits availability of less than two (2) days will be provided the opportunity to extend availability in compliance with the two (2) day minimum before termination is of effect. The Employer may permit employee to provide less than two (2) days of availability at their sole discretion.
- (g) The Employer will make all reasonable efforts to grant an employee's desired two (2) consecutive days off. Where the Employer is unable to grant two (2) consecutive days off, they will provide the reasons to the employee in writing / email.

7.07 Assignment of Shifts: In the exercise of its right to schedule shifts in a manner which is consistent with the best interests of its operation. Hours of work will be scheduled subject to seniority and based on maximization of employee hours of availability. The Employer maintains the ultimate right to schedule employees based on the Employer's operational needs.

Access To New Shifts: Additional hours of work, or new shift availability, will be first offered to existing employees before new employees are hired. Those with the most seniority will be first offered new shifts and availability.

Access to Full Employment: Employees may receive up to forty (40) hours per scheduled week and will be maximized based on their availability. Where additional hours become available, those hours will be offered subject to availability, and seniority. It is understood that an employee must possess the requisite competency of a given position in order to claim seniority scheduling rights.

7.08 Exchanging Shifts:

- (a) Any employee, having reached agreement with another employee, may apply in writing for permission from the Manager to exchange shifts with that other employee. The employer reserves the right to approve or disapprove any such application; however, the employer's approval will not be unreasonably withheld providing:
 - i. The application is submitted at least forty-eight (48) hours prior to the commencement of the shift which occurs first, and unless otherwise approved by management.

- ii. Each of the employees possesses the necessary qualifications to perform the other employee's job.
- (b) In any case where, as a consequence of an exchange of shift(s), a junior employee works in a given day or week more hours than a senior employee within their classification or works on a shift that a senior employee would have preferred to work, no employee will have cause to grieve the matter.
- (c) An exchange of shifts will not be permitted if, as a consequence, any employees would qualify for a premium payment of any kind, unless management approves payment of the premium.

7.09 Shift Cancellation: The Employer will notify Employees of a shift cancellation with as much advance notice as possible. If notice is given with less than forty-eight (48) hours' notice, the Employer will pay a minimum pay of two (2) hours at the regular hourly rate to the Employee whose shift was canceled. If notice is given with less than eight (8) hours' notice, the Employer will pay the Employee whose shift was canceled four (4) hours at the regular hourly rate. If the shift cancellation is beyond the control of the employer, the above shall not apply.

7.10 Call-in, Close Opens, Daily Scheduling:

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

Where a call-in would result in overtime hours, or hours worked contrary to Section 36 of the BC Employment Standards Act, the Employer is permitted to move down the seniority list.

Interval Between Shifts: There shall be an interval of not less than nine (9) hours between shifts for all Employees unless mutually agreed.

The Employer will make best efforts to avoid scheduling employees for an opening shift where the employee is scheduled to close on the previous night and where store hours are less than nine (9) hours between close and open. Except when otherwise mutually agreed between the Employer and employee, where the Employer is required to schedule an employee for a close/open shift, these shifts will be scheduled based on fair rotation, subject to constraints in availability and operations.

Daily Scheduling: Daily hours of work shall be consecutive within a scheduled shift which may include paid breaks.

The Employer may schedule shifts of less than four (4) hours of work if mutually agreed to between the Employer and Employee, excluding Employee meetings, training, or Employee events.

The Employer agrees that split shifts will only be offered when all other consecutive shift options have been exhausted. If the Employer is unable to fill a vacant shift, then a split shift may be offered, subject to the call-in premium under Article 1.05. The decision to accept a split shift is at the sole discretion of the employee.

Split shifts are not permitted to be scheduled as part of an employee schedule.

7.11 Employee Classification:

Full-time (FT) employees are regularly thirty-two (32) hours or more per week.

Part-time (PT) employees will be those employees regularly scheduled to work less than thirty- two (32) hours per week.

Casual employees are those employees, who by mutual agreement with the Employer, move off of availability as per section 7.06 (Scheduling Principles) and agree to fill shifts on an on-call basis. No FT or PT member will suffer a loss in hours as the result of the scheduling of a casual employee.

7.12 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 16.

SECTION 8 – Seniority

8.01 Seniority: Seniority is defined as the total number of paid hours from the most recent date of hire, and will not be subject to interruption due to an employee's statutory leaves, disability leave, WCB leave and all leaves captured within this Agreement, from the most recent date of hire and is considered for purposes of:

- job vacancies;
- layoffs;
- recall;

and as referenced in this Agreement

Lay Offs: The Employer agrees that if layoffs occur, Employees will be offered a minimum of three (3) weeks' notice, or more in accordance with the BC Employment Standards Act. Notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

Recall Rights: If layoffs occur, employees will be recalled to work according to seniority and availability. Employees will be offered substantially similar shifts, in accordance with business operating hours.

8.02 Seniority List: Within the Stores, the Company will post and maintain seniority listings. Such up-to date listings will be posted in January of each year. The seniority list shall include: name, classification, seniority hours date of hire.

The employer agrees to provide the union with a seniority list on request no more than once per quarter.

8.03 Seniority Lost:

Seniority will be lost when an employee:

- a) Voluntarily terminates their employment;
- b) Is discharged for just and reasonable cause;
- c) Is on layoff for more than three consecutive months;
- d) Does not return to work on the date specified following an approved leave of absence other than medical;
- e) Is absent due to sickness or injury for a continuous period of more than 18 months and are deemed unlikely to be able to return within the subsequent three months; or
- f) Misses two consecutive shifts without advising the Company with a reasonable explanation.

SECTION 9 – Meal Period and Rest Breaks

9.01 Paid Breaks:

Employees shall be entitled to the following paid breaks:

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

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

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

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

9.03 Off-premise Breaks: Employees working a scheduled shift in a store where three (3) or more employees are scheduled are permitted at all times to leave the store during a break provided there are a minimum of two (2) employees remaining in the store.

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 or on duty supervisor.

SECTION 10 – Administration

10.01 Probationary Period: All newly hired employees shall be considered probationary for the first ninety (90) days. The Employer, with notice to the Union and the affected employee, where the Employer remains unsure of suitability for regular employment, shall have the right to extend the probationary period for further sixty (60) days provided reasons are given to the Union and the affected employee for the extension. The union agrees that an extension of the probationary period will not be unreasonably denied.

Upon the conclusion of any probationary period, employee's name shall be placed on the seniority list, effective the probationary completion date, and they shall be entitled to all rights and privileges as provided in this Agreement.

SECTION 11 - Vacation

11.01 Vacation Scheduling:

- a) All vacation requests must be approved in writing from Management.
- b) Vacation requests must be submitted a minimum of one month in advance of the requested time off. Vacation requests for June, July, August, September and December must be made a minimum of three months in advance. Upon approval and staffing requirements vacation may be approved outside of these timelines.
- c) Annual Vacation requests are to be submitted by February 1st of each year. All requests received by this date will be considered on a seniority basis. All vacation requests received after February 1st, will be considered on a first come, first accommodated basis.
- d) Vacation is scheduled in periods of one week increments to a maximum of two weeks, unless the employee requests and is approved for otherwise.
- e) All vacation approval decisions will be made based on staffing requirements for the dates requested.
- f) If multiple employees request vacation on the same dates and the store needs cannot accommodate all requests, the senior employee shall be granted vacation first.

11.02 Statutory Holidays: All employees are entitled to the following twelve (12) statutory holidays with pay:

- 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
- Boxing Day

and all other holidays proclaimed by the Federal and Provincial Governments.

An employee who works on a statutory holiday must be paid for that day:

- a) 1 1/2 times the employee's regular wage for the time worked up to 12 hours,
- b) double the employee's regular wage for any time worked over 12 hours.

All employees will receive an average day's pay on Statutory Holidays. Calculating an 'average day' for the purposes of compensation will be subject to the *BC Employment Standards Act* definition.

11.03 Payment for Statutory Holidays:

- a) In order to be eligible for payment for statutory holidays, an employee must be employed for 30 days and worked or earned wages for 15 of the 30 days prior to the statutory holidays.
- b) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- c) For purposes of this Article, a normal days pay shall be calculated as the total wages earned in the 30 days before the statutory holiday divided by number of days worked during the 30 days before the statutory holidays including vacation pay and statutory holiday pay.
- d) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times the employee's normal wage rate for all hours worked up to 12 hours on all statutory holidays in addition to pay received under (a) above. An employee who works more than twelve hours on a Statutory Holiday be paid double time for all such hours worked in excess of twelve.

SECTION 12 – Leave of Absence

12.01 Leave of Absence

- i. When the requirements of the Company's services will permit, any employee, upon written application to the Company, may, if approved by the Company, be granted a leave of absence in writing for a period of up to thirty calendar days. Upon approval, a leave of absence maybe extended. Under such leaves the employee will retain seniority only.

- ii. Unpaid leaves may impact an individual employees' eligibility for:
 - a) health and welfare plans;
 - b) entitlements and bonuses.

- iii. Employees are entitled to all job protected leaves as provided by the BC Employment Standards Act (the "ESA"), Part 6, as amended from time-to-time. The terms of the leaves will be the terms in place at the time of the leave application and approval. 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) Jury duty leave

12.02 Union Leave:

Extended 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:

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, at least one employee based on operational requirements, on the following basis:

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 for wages and benefits paid to an employee during a Union approved leave of absence of up to fourteen (14) days.

12.03 Sick Leave: After ninety (90) consecutive days of employment, the Employer will provide six (6) days of paid sick time, for each calendar year, to all employees who are unable to report for work on account of a medical illness. Paid sick leave will not accumulate and will not be paid out if unused.

Employees will not unreasonably be asked to provide medical documentation for any personal illness or injury leave.

SECTION 13 – Management Rights

13.01 Management Rights: The entire management of the operation is vested exclusively in the Employer.

SECTION 14 – Joint Labour Management Committee

14.01 Joint Labour Management Committee: JLM Committee shall consist of one (1) employee representative for each unionized location, elected by Bargaining Unit members or appointed by the Union, and at least one (1) Employer representative for each unionized location.

On the request of either party, the parties must meet at least once every quarter for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. It is agreed that if neither party has provided at least one agenda item two weeks prior to the scheduled date of the meeting, the meeting will be deemed canceled.

SECTION 15 – Cannabis Control Regulation and Licensing Act

15.01 Cannabis Control Regulation and Licensing Act: All employees who are involved in the sale or handling of cannabis, will be required to comply with all the relevant provisions of applicable regulations and act and any accompanying regulations.

SECTION 16 – Grievance Procedure

16.01 Grievance Procedure: Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the employee(s) shall continue to work in a safe manner and the dispute shall be adjusted in accordance with the following procedures.

Informal Step: The Employer and the Union agree that all reasonable effort shall be made to settle the dispute at the store level in a timely manner in which the employee has knowledge of it. Efforts to resolve disputes at store level will not be used as any impediment to reliance on the grievance procedure by either party.

Step 1: All grievances shall be submitted by the Union and the Employer within fourteen(14) 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.

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.

Step 2: Failing settlement under Step 1, such grievance and any dispute arising between the Union and the Employer over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure shall be referred to a Step 2 grievance meeting between the Union and the Employer. This meeting must occur within twenty working days (not including Saturday, Sunday or Statutory Holidays) from Step 2 notice.

Step 3: Failing settlement under Step 2, the next step involves a selection from the following alternatives:

- i. Selection of a single arbitrator from the list
- ii. Utilization of the Optional Grievance Procedure

The parties may agree in writing to extend the time limits.

Failure to advance the grievance to arbitration within thirty days of the Step 2 meeting will deem the grievance to be abandoned.

16.02 Arbitration:

Appointment of Arbitrator;

The parties agree to select from the following arbitrators listed below for both arbitrations and the optional grievance procedure:

Jessica Gregory
Ken Saunders
Julie Nichols
Amanda Rogers

If the Parties fail to agree upon a neutral arbitrator at Step Three of the grievance procedure, within five days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to an arbitrator, either party can request the Minister of Labour appoint a neutral arbitrator.

Arbitrator's Decision

The arbitrator's decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted, and they shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

Costs:

The cost of the arbitrator will be borne equally by the Union and by the Company.

16.03 Fast Track / Optional Grievance Procedure:

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure:

- 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- 2) The outcome will be binding on the parties.

- 3) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- 4) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either party.
- 5) No legal counsel will be used by either party. The Union will use elected officers or business representatives. The Employer will verify that their representative is not a lawyer.
- 6) The number of cases to be heard at any given time will not exceed three (3).
- 7) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- 8) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- 10) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- 11) General rules of evidence will be waived except for the rule of "onus".

Procedure Guidelines

- (a) **The Opening Statement:** This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

- (b) **The Argument:** As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
- (c) **Mediation:** Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

- (d) **The Decision:** If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (e) With respect to grievances involving customer complaints, the following will apply:
- i. the person to whom the complaint was given be called to testify;
 - ii. bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
 - iii. wherever possible, the complaint be committed to writing, in the customer's own handwriting;
 - iv. prior to the hearing, the parties discuss the evidence so there are no surprises.

The Mediator/Arbitrator will be selected from the list contained in Article 16.

SECTION 17 – Union Participation

17.01 Store Visits of Union Representatives: With prior notification by email or text, duly authorized Representatives of the Union shall be entitled to visit the store 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 of their attendance on site on arrival and not interfere with productivity and customer service.

Union Representatives shall be permitted to check employee time records including work schedules. It is understood that the Union Representative may attempt to resolve problems through Store Management prior to referring a matter to the grievance procedure.

17.02 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.

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 nor will Steward use unreasonable time.

Shop Stewards may introduce new members to the Union on Employer time when operationally feasible with regard for customer service.

17.03 Union Participation No Intimidation: No employee shall be discharged or discriminated against for any 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.

17.04 Solidarity Clause: No employee shall be required to cross a bona fide legal picket line as per the Labour Relations Code of BC.

SECTION 18 - Miscellaneous

18.01 Union Communication - Bulletin Board: The Employer will provide a dedicated bulletin board for the exclusive use of the Union to be posted in a staff-accessible location.

Committee Members and / 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.

18.02 Dress Code and Uniform Policy: Employees are permitted to wear personal clothing to work in accordance with the Employer's dress code policy, provided that garments are clean and in good repair. The Employer agrees to provide employees with brand appropriate clothing, lanyards, badges, pins or other related accessories and the employee will wear such accoutrement in accordance with the Employer's dress code policy.

If the Employer requires employees to wear uniforms or branded clothing, the Employer agrees to either pay for cleaning service or pay \$0.07 per hour of work toward the cost of cleaning uniforms and to reflect the amount paid on bi-weekly paystubs.

Tattoos and Piercings: Employees will not be discriminated against based on tattoos or piercings. Tattoos and piercing must be appropriate for a cannabis retail setting.

18.03 Surveillance: Surveillance may only be used for security and safety purposes and not be used in any way to continuously supervise the regular work of employees. It is understood that the employer may use surveillance in instances where a matter arises pertaining to safety, discipline or as other was required by law.

Right to Employee Privacy: The Employer recognizes that employees have the right to personal privacy including the privacy of their personal belongings.

Bag checks must be on reasonable grounds, must be conducted reasonably, and will only be undertaken if less privacy invasive alternatives were insufficient, and the employee was informed of the search.

SECTION 19 - Education

19.01 Training: The Employer will provide internal training. All employees who have completed their probationary period and have been continuously employed in excess of three (3) calendar months and worked an average of twenty (20) hours per week are entitled to register for the CT Cannabis Training Canada: Retail Certification Program (CTC programs) portal created for the company or any other company-selected external training provider or the competing in-house training module developed to similar standards. Average hours are to be calculated based on the preceding twelve (12) weeks in which the employee worked normal or average hours.

The Employer agrees to pay the full cost of tuition for all employees for the training courses directly to the external training provider. Once the employee passes the training program, the employee would be paid a one-time gratuitous lump sum bonus equal to 5 hours of employee's regular hourly rate of pay.

Ongoing Skill Development: The Employer agrees to make best efforts 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. Mandatory participation in all ongoing Cannabis Skill Development programming will be on paid time and is subject to all hour's accrual rights.

19.02 Licensing: The Employer will reimburse employees who have successfully completed the probation period for the cost of obtaining the Selling it Right Certification.

Reimbursement will be provided for certification costs accrued within six (6) calendar months of the commencement date of employment, and ongoing throughout their employment.

SECTION 20 – Expiration and Renewal

20.01 Expiration and Renewal: The provisions of this Agreement shall be binding and remain in full force and effect from the Date of Ratification for a period of two years and thereafter in accordance with this Section.

20.02 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.

20.03 Commencement of Bargaining: Where a party to this Agreement has given notice under this Section, the parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

20.04 Change in Agreement: This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.

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.

20.05 Effective Date of Agreement: The provisions of this Agreement shall come into force and effect on the Date of Ratification of this Agreement.

20.06 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 12th DAY OF June, 2023.

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



Kim Novak, President

**FOR THE EMPLOYER
SEED & STONE**

Vikram Sachdeva
Vikram Sachdeva (Jun 12, 2023 18:03 PDT)

Vikram Sachdeva, Founder & CEO

APPENDIX A

STEP	WORKED HOURS	Year 1 (date of ratification)	Year 2 (date 1 year after ratification)
	Career Worked Hours		
1	0 to 499	\$19.50	\$20.00
2	500 to 999	\$19.75	\$20.25
3	1000 to 1499	\$20.00	\$20.50
4	1500 to 1999	\$20.25	\$20.75
5	2000 to 2999	\$20.60	\$21.00
6	3000 to 3999	\$20.85	\$21.25
7	4000 to 4999	\$21.25	\$21.55
8	5000 to 5999	\$21.50	\$21.80
9	6000 to 6999	\$21.75	\$22.00
10	7000 to 7999	\$22.00	\$22.35

LETTER OF UNDERSTANDING #1

BETWEEN:

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518 (the “Union”)

AND:

SEED & STONE (the “Employer”)

RE: Inventory Specialist preserved

The Union and the Employer agree to the following terms for the duration of the first collective bargaining agreement:

1. The Employer will maintain the single existing inventory specialist position currently in operation at Seed & Stone, Fort Street and Gordon Street, and the single existing inventory specialist position currently in operation at Seed & Stone, Delta.
2. The inventory specialist position will be extinguished on the date of the end of employment of the employee currently occupying that position.
3. Th Employer will not be required to post the position or maintain this position in any way as part of the business.

Letter of Agreement exchanged and agreed to by the parties in first contract negotiations.

SIGNED THIS 12th DAY OF June, 2023 .

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

**FOR THE EMPLOYER
SEED & STONE**



Vikram Sachdeva

Vikram Sachdeva (Jun 12, 2023 18:03 PDT)

Kim Novak, President

Vikram Sachdeva, Founder & CEO

LETTER OF UNDERSTANDING #2

BETWEEN:

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518 (the "Union")

AND:

SEED & STONE (the "Employer")

RE: Red Circle Scheduling Rights

The Union and the Employer agree to the following terms for the duration of the first collective bargaining agreement:

1. Any member with current availability of less than two (2) shifts per week, will be red circled and maintain the right to that availability;
2. if a member chooses to increase their availability to two (2) or more shifts per week, the red circle on their scheduling rights shall be extinguished; and,
3. rates of pay and employees classification will be subject to the agreed upon wage scale and classifications reached in the collective agreement, so long as no employee suffers a loss in their benefits or rates of pay.

Letter of Agreement exchanged and agreed to by the parties in first contract negotiations.

SIGNED THIS 12th **DAY OF** June, 2023 .

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

**FOR THE EMPLOYER
SEED & STONE**



Vikram Sachdeva
Vikram Sachdeva (Jun 12, 2023 18:03 PDT)

Kim Novak, President

Vikram Sachdeva, Founder & CEO

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