

COLLECTIVE AGREEMENT

Between

**1015712 B.C. LTD (Trees Corp) dba TREES CANNABIS FOR THE
LOCATIONS AT 230 COOK STREET, VICTORIA, BC, V8V 3X3, 1545
FORT STREET, VICTORIA, BC, V8S 1Z7 and 695 Alpha Street,
Victoria, BC, V8Z 1B5**

And

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518

September 5, 2023 to September 5, 2025

Ratified by member vote: **September 5, 2023**



CONTENTS

SECTION 1 – Wages	1
SECTION 2 – Benefits	5
SECTION 3 – Classification	9
SECTION 4 – Scheduling.....	10
SECTION 5 – Leaves.....	13
SECTION 6 – Safety and Dignity.....	15
SECTION 7 – Job Security.....	18
SECTION 8 – Union Involvement	19
SECTION 9 – Employee Information	21
SECTION 10 – Miscellaneous.....	24
LETTER OF UNDERSTANDING #1	27
APPENDIX “A” – Wage Grid.....	28

BETWEEN: **1015712 B.C. LTD (Trees Corp) dba TREES CANNABIS** For The Locations at 230 Cook Street, Victoria, BC, V8V 3X3 and 1545 Fort Street, Victoria, BC, V8S 1Z7, and **695 Alpha Street, Victoria, BC, V8Z 1B5**

(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 – Wages

1.01 Wages:

- (a) **Base Wage:** The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule of wage rates in Appendix "A" 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.

The Employer will implement the changes to the terms of employment as outlined in the Agreement by no later than the second Sunday after Ratification.

- (b) **Wage Scale:** Refer to Appendix "A" for applicable wage rates. Yearly step wage increases will be calculated based on the anniversary of commencement of employment.
- (c) **Retroactivity:** All wage increases will be paid retroactively to currently employed members of the bargaining unit from the date of certification of the union, (June 23, 2021). All retroactive wages will be paid out by no later than July 30, 2022. All Employees who are actively employed as of the date of ratification will be eligible for retroactive pay.

APPENDIX "A"

Wage Grid:

<u>YEARS WORKED</u>	<u>BUD TENDER</u>	<u>SUPERVISOR</u>	<u>ASSISTANT STORE MANAGER</u>
0 to 1	\$19.01	\$20.25	\$22.25
1 to 2	\$20.00	\$21.25	\$23.50
2 to 3	\$21.00	\$22.25	\$24.75
3 to 4	\$22.00	\$23.25	\$26.00
4 to 5	\$23.00	\$24.25	\$27.25

The Employer may provide salaries and rate increases in excess of the wage rates contained in APPENDIX A, based on performance, merit and other factors as long as it is not done in an arbitrary or capricious manner. The employer will notify the Union ten (10) business days in advance of any such increase.

1.02 Daily Pay:

- (a) **Minimum Daily Pay:** If an employee is scheduled for work on any day and checks in to work, the Employer must pay the employee for a minimum of four (4) hours at their regular wage.
- (b) **Daily Pay Exemption:** Employees scheduled for a staff meeting, event, educational workshop, or other extraordinary purpose, on an employee's day off, may be paid a minimum of two (2) hours as an exception to minimum daily pay.
- (c) **Shift Cancellations:** 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.

1.03 Overtime:

- (a) **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.
- (b) **Daily Overtime:** Daily overtime pay is paid when an employee has worked more than eight (8) hours in a day
- (c) **Weekly Overtime:** Weekly overtime pay is paid when an employee has worked more than forty (40) hours in any given week from Monday through Sunday.

- (d) **Consent to Overtime:** Overtime hours are voluntary and may be accepted or denied by an employee asked to work those hours.
- (e) **Scheduling Overtime: Where overtime is scheduled, it will be scheduled in order of seniority. For unscheduled overtime as a result of unforeseen circumstances, the Employer will offer overtime hours to employees working a regularly scheduled shift on the basis of seniority.**

1.04 Paid Breaks:

- (a) 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 five (5) hours up to six (6) hours	One (1) additional thirty (30) minute meal break
Shift of over six (6) hours	One (1) additional 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.

- (b) **Uninterrupted Breaks:** All breaks are to be uninterrupted. Where a break is interrupted, the employee is entitled to a subsequent replacement break period.
- (c) **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 manager.

1.05 Shift Premiums:

- (a) **Training Premium:** In the event that an employee of the bargaining unit whose roles & responsibilities do not include training staff is scheduled to train another employee during a designated training shift, the employee who performs the training will be provided with a training premium of one dollar (\$1.00) per hour.

If an employee is training another employee at a higher rate of pay, they will receive an hourly wage equal to that of the trainee, or a one dollar and fifty cents (\$1.50) per hour premium, whichever is greater.

- (b) **Call-in Premium:** Shift Premiums of three dollars (\$3.00) per hour are applied to all

shifts when an employee who was not previously scheduled to work, agrees to pick-up another employee's shift within **twenty-four (24)** hours of the start of the scheduled shift.

Employees who accept call-in shifts in excess of twenty-four (24) hours (**capped at 48 hours**) of the start of the scheduled shift will receive a call-in shift premium of one dollar (\$1.00) per hour. Call-in shifts will be subject to minimum daily pay in accordance with this Agreement.

Only Managers and Assistant Managers can give Shift Premium approval. Shift Premiums are not offered on swapped shifts.

1.06 Bonuses and Additional Pay:

- (a) **Moving Expenses:** Upon successful completion of their probationary period (90 days), employees will be eligible to apply for a yearly moving expense. The employer will pay one-hundred dollars (\$100) when an employee moves their primary home address, up to one (1) time per year. Proof of address change will need to be provided to the Employer. Payment shall be subject to statutory deductions and shall be paid through payroll.

1.07 Pay Statements:

- (a) **Pay Periods:** Pay periods shall be bi-weekly.
- (b) **Pay Statements:** Employees shall be provided with a statement of earnings and deductions for each pay period.
- (c) **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.

Payroll errors will be resolved on a high priority basis.

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

- (d) **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 **signed and agreed to by** the employee in advance.

1.08 Member Controlled Tip Pool:

- (a) **Collection and Distribution of Tips:** Unless otherwise determined, all Tips are considered "Direct Tips" in accordance with the BC *Employment Standards Act*, and regulations of the [CRA](#).

Cash Tips are to be collected by the employee who received them. Tips received through the POS will be collected by the Employer and distributed to the employee who received the tips in each bi-weekly pay period.

Only members of the bargaining unit are entitled to participate in the **receipt** of Tips. Cannabis may not be accepted as Tips.

The Employer will implement a tip option through the debit and credit (POS system) no later than ninety (90) days following date of ratification.

(b) Employer Responsibilities:

The Employer will provide the following:

- a) Signage in a visible location to advise customers of the option to pay Tips to employees. **The Employer will provide a visible tip jar.**

SECTION 2 – Benefits

2.01 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 or Provincial Governments.

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

- (a) One-and-one-half (1 ½) times the employee's regular wage for the time worked up to twelve (12) hours,
- (b) double the employee's regular wage for any time worked over twelve (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.

Cultural and other specific holidays: To respect different cultures, communities, and values of

employees, the Employer agrees to provide up to three (3) unpaid days off per year.

Employees will advise the Employer of any preferred cultural or other specific holiday dates at least three (3) months in advance. Requests for cultural or other specific holidays submitted less than three (3) months will be approved based on operational needs.

2.02 Vacations

All employees begin accumulating vacation hours on their date of hire. Employees' vacation pay accrual will be based on the following scale:

<u>Length of Employment</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay (% of total earnings)</u>
Upon date of hire	2 weeks	4%
Four (4) years from anniversary of hire date	3 weeks	6%
Seven (7) years from anniversary of hire date	4 weeks	8%
Ten (10) years from anniversary of hire date	5 weeks	10%

Employees are entitled to take vacation after three (3) months from their most recent date of hire.

Any employee, at their discretion, must be permitted to take at least one (1) week of consecutive paid vacation days per year. The remainder of vacation days may be taken in single-day allotments or in any consecutive order.

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 in which it is earned. Unused vacation entitlement may be carried over for one (1) calendar year.

All vacation requests received during a calendar year will be considered on a first come, first accommodated basis.

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.

When Annual Vacation requests are made on a date that a previous employee has already booked off, the vacation request must be approved by management.

No vacation requests will be unreasonably denied. Where the Employer denies the vacation of an employee, the Employer will provide a written (email) statement outlining the reason(s) for the denial.

Vacation requests are to be made within **the** four (4) weeks prior to the work schedule being posted within which the first date of the requested vacation period falls. Employees will be notified of the status of their vacation request within seven (7) business days of providing the

request to management.

All employees may take an additional one (1) week unpaid vacation per calendar year.

Vacation pay will accrue for all employees. Vacation pay will be paid for the pay period in which the vacation has occurred.

2.03 Health and Wellness: Health Benefits, including dental and Pharmacare, will be provided to employees after three (3) months of continuous employment. The plan is to be paid one-hundred percent (100%) by the employer.

All employees who work an average of twenty (20) hours per week, based on the preceding eight (8) weeks in which regular hours were performed by the employee, will become eligible for the benefits plan.

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

The employer agrees to review the structure of the benefit plan as part of the joint labour management process with respect to how the benefits package can be improved to provide support to marginalized or underserved communities.

2.04 Education

(a) Professional Development: The Employer will provide internal training within eight (8) months. All employees who have been continuously employed in excess of three (3) calendar months and work an average of sixteen (16) hours per week are entitled to register for CT Cannabis Training Canada: Retail Certification Program. 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 who participate in CT Cannabis Training Canada: Retail Certification Program training up to a maximum of one hundred and thirty dollars (\$130.00) exclusive of taxes.

The Union and the Employer agree that the one-hundred and thirty dollars (\$130.00) exclusive of taxes reflects the current combined cost of Level 1 and Level 2 CT Cannabis Training Canada: Retail Certification Program. Should the average cost of training increase over the life of the Agreement, the Employer and Union agree to meet in good faith to discuss an increase to the maximum coverage amount.

All class hours, spent by employees who participate in the CT Cannabis Training Canada: Retail Certification Program are to be paid at the employee's regular hourly rate of pay. Class hours will not count towards overtime accumulation. Employees will accrue seniority for class hours. Where possible, hours for completion of the program will be done during regularly scheduled shifts.

Any additional hours spent by an employee outside of regularly scheduled hours on course completion must be approved by management.

- (b) Licensing:** The Employer will reimburse all employees who have been continuously employed in excess of ninety (90) days, for the full cost of obtaining their 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.

- (c) 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. The Employer agrees to maintain an ongoing skill development fund of no less than three-hundred dollars (\$300.00) per store for the purposes of ongoing skill development. Expenditures from the fund will be managed by the Joint Labour Management Committee. Offsite skill development initiatives must be approved by either human resources or a store manager.
- (d) Cannabis Sales Representatives:** The Employer agrees to invite Cannabis Sales Representatives to meet with employees, during regular hours, for educational purposes, upon management approval and within health and safety policies.
- (e) Internal Professional Development:** The Employer agrees to support the professional development and internal promotion of employees. The Employer will create a Professional Development Plan for all employees who express interest in writing to management and have completed six (6) months of employment. Completion of a Professional Development Plan is not a guarantee of promotion.

The employee will submit such a request in writing and the Employer will schedule an appointment with the employee to review the professional development plan within thirty (30) days of receiving the request.

- (f) Employee-Directed Education:** The Employer agrees to provide adequate time throughout an employee's scheduled shift to educate themselves on cannabis products, industry trends, and other education that will advance their professional development. Customer service and day-to-day retail needs must be met first.

2.05 Discounts:

- (a) Employee Discount:** All employees are entitled to purchase cannabis from any of the Employer's retail locations at a twenty-five (25%) discount. Some cannabis products may be exempt for regulatory compliance reasons and in these cases, a minimum fifteen percent (15%) discount will be applied.
- (b) BC Budtenders Union Discount:** Members of the BC Budtender Union are entitled to a five percent (5%) discount on store cannabis products and merchandise purchased at any of the employer's retail locations. Members will provide proof of membership by a Union designated membership card.

SECTION 3 – Classification

3.01 Employee Classification:

- (a) Full-time (FT) employees are regularly thirty-two (32) hours or more per week.
- (b) Part-time (PT) employees will be those employees regularly scheduled to work less than thirty-two (32) hours per week.
- (c) Casual employees do not have regular scheduled work hours.

- 3.02 (a) **Internal Hiring and Promotion:** All bargaining unit vacancies, whether casual, part-time or full-time, will be awarded to internal candidates **by store** on a preferred basis over external applicants, based on seniority and commensurate experience or qualifications with the job duties of the vacant position. 'Internal applicant' includes any member of the bargaining unit.

The Employer may choose to post and fill the position of Assistant Store Manager on an as needed basis subject to operational needs.

If a posting is not awarded to a home store candidate, then it will be open to posting from other unionized stores. A home store is the store that the employee first commenced working in or where the employee completes the majority of their shifts based on a twenty-six (26) week average.

Employees hired before ratification 2023, will be assigned a home store based on the store they commenced employment or where they presently complete the majority of their shifts based on a thirteen (13) week average. If an employee disagrees with their home store assignment, this will be subject to good faith discussions between the employer and employee. If the disagreement cannot be resolved it may be referred to the grievance procedure.

Additional hours of work, or new shift availability, will be first offered to existing employees **by store** before new employees are hired.

Employees are permitted to apply to vacant postings at both the Fort Street, **Alpha Street** and Cook Street Locations, regardless of the location of their current position of employment, and all bargaining unit positions will be considered internal.

- (b) **Union Pool:** All bargaining unit vacancies, whether casual, part-time or full-time, that are not filled by an internal candidate, will be awarded to candidates from the Union membership on a preferred basis over external applicants, based on seniority and commensurate experience or qualifications with the job duties of the vacant position.
- (c) **Job Postings:** All job vacancies, including those outside of 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. Details regarding all job vacancies must be emailed to the Union **by request**.
- (d) **Feedback:** Current employees who applied, but were not successful in their

application, will receive written feedback to support their future candidacy and professional development goals.

3.03 Transferring Positions or Stores: Employees may be scheduled to work at multiple unionized locations subject to mutual agreement between the employee and Employer. Employees retain the right to be scheduled exclusively in the store that they were hired into.

Employees retain the right to apply for new job postings at any unionized locations and will be hired based on seniority and commensurate experience.

An employee who transfers departments or stores will suffer no loss in seniority or other entitlements including, but not limited to, wage rates, benefits and employee classification, except to the extent that the other entitlements associated with the new position transferred to are a step down as per the agreement or any applicable benefit plan.

3.04 Full Employment

(a) **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.

(b) **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, seniority and classification by store. **Employees may capture hours of work in other classifications, provided they have commensurate experience and are maximized in their primary classification first.**

(c) **Multiple Places of Employment:** Employees of the bargaining unit will not be subject to non-compete work clauses. The Employer recognizes many employees work at other jobs and will support that by scheduling staff subject to their availability to accommodate other employment opportunities.

In order to accommodate employees working additional jobs, employees must follow availability and time off as per the Collective Agreement.

SECTION 4 – Scheduling

4.01 Work Schedule:

(a) **Business Hours:** The regular business hours are typically as follows: Monday - Sunday: 10:00 AM - 10:00 PM. The regular working hours are from 9:45 AM – 10:30 PM. Hours scheduled outside of those regular working hours for audits, training or employer meetings will be at the discretion of the employee.

(b) **Work Schedule:** The Employer shall post a weekly work schedule for each full-time, part-time and casual employee no later than the Monday that occurs twenty-one (21) days in advance of the first date of the weekly work schedule.

The schedule shall show the regular starting time and finishing time for each employee.

- (c) **Call-In Shifts:** The Employer **will** 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.
- (d) **Interval Between Shifts:** There shall be an interval of not less than eleven (11) hours between shifts for all Employees unless mutually agreed.

The Employer will 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 eleven (11) hours between close and open. Where the Employer is required to schedule an employee for a close/open shift **at any location as a result of force majeure**, these shifts will be scheduled **by mutual agreement of the employee and Employer and will be** based on fair rotation.

- (e) **Daily Scheduling:** Daily hours of work shall be consecutive within a scheduled shift which may include paid breaks.

The Employer will schedule shifts of not less than six (6) consecutive paid hours (not including breaks), unless otherwise mutually agreed between the employee and Employer.

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.

If an employee who is working a scheduled shift is asked to cover an earlier or later shift, on the same day, resulting in a split shift, the employee will receive at least minimum daily pay for the second half of the shift.

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

- (f) **Weekly Scheduling:** Existing employees may, from time-to-time, reduce their availability, or work less hours in a week. This will not prevent them from accessing more hours in the future, as more regular hours become available.

4.02 Shift Changes:

- (a) **Exchanging Shifts:** Employees are permitted to exchange shifts, subject to management approval. Shift exchanges will not be unreasonably denied.
- (b) **Schedule Changes:** The Employer may make requests to add or change shifts after the time when the schedule is posted. Schedule changes made within this period are to

be accepted or denied at the sole discretion of the employee.

4.03 Hours of Availability: Employees will complete an Hours of Availability form at the commencement of employment.

All shifts will be scheduled subject to the Hours of Availability form.

Availability will be managed through Payworks (or other payroll app), and may be updated by Employees, subject to management approval.

Employee Hours of Availability may be changed by mutual agreement of the Employer and employee. An employee who seeks to change their availability will provide a new Hours of Availability form to the Employer for approval.

Changes to an employee's availability should be provided at least six (6) weeks in advance.

Short notice change in hours of availability will be received and assessed for approval based on compassion and the individual circumstances of the request.

Any increase in availability will not be denied by the Employer. A request for any other change in availability will not be unreasonably denied.

Hours of Availability form must include, but is not limited to an Employee's

- Desired minimum and maximum scheduled hours of work;
- Daily availability during a regular scheduled work week;
- Locations available to work at;
- Preference and availability for CI-Opening shifts

4.04 Time Off Work

(a) Emergency Time Off: Emergency time off occurs when something that is out of the Employee's control impacts their ability to report for work. Emergency time off can impact an entire shift, or certain parts of it. Employees must, as soon as possible, contact the manager or manager on duty to inform them of their absence. If, due to the emergency, the employee is not able to assist with finding a replacement for emergency time off, then the employer is responsible to find the replacement shift, without repercussions to the employee.

(b) Planned Irregular Time Off: Employees are encouraged to request time off as far in advance as possible. The Employer will not unreasonably deny employee requests for regular time off for purposes including but not limited to the following: school, other employment, family responsibility, recreational activities, or cultural or religious observance.

If a Planned Regular Time Off short notice request for time off could result in the closure of the store during regular business hours, this will be understood as a reasonable denial of the request.

(c) Compensation During Time Off: Employees are encouraged to request compensation

for time off in accordance with the protected Leaves outlined in Section 5 of this Agreement.

4.05 Availability

- (a) **Hours of Availability and Designated Days Off:** All full-time (FT) and part-time (PT) employees will be permitted to have at least two (2) regular consecutive days off, if desired.

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. Denial of two (2) consecutive days will be subject to the grievance procedure.

Designated days off must be submitted alongside availability.

The Employer agrees that employees will be maximized hours based on their availability and subject to their seniority by store.

Employees may capture hours of work in other classifications, provided they have commensurate experience and are maximized in their primary classification first.

SECTION 5 – Leaves

- 5.01 Duties of the 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.

- 5.02 Statutory Leaves:** 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.

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. Should any of the existing statutory leaves be amended to reduce beneficial terms to the employee, the terms present at the time of amendment shall prevail.

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

5.03 Sick Leave:

- (a) **Illness and Emergency Leave:** The Employer will provide up to **ten (10)** days paid Personal Emergency, Illness, or Injury Leave per year to an employee, with eligibility beginning the day they were hired. Unused personal illness or injury leave days will not be carried over from year-to-year or paid out at the termination of employment.

Employees are not required to provide medical documentation for any personal illness or injury leave.

If an employee exceeds the Personal Emergency, Illness or Injury Leave, exceptions for further situations can be made upon management approval or with the referral from a doctor.

5.04 Union Leave

- (a) **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, up to two (2) employees, 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.

5.05 Supplemental Leave

- (a) **Supportive Bereavement Leave:** The Employer will provide up to five (5) paid days of Bereavement Leave (2 paid, 3 unpaid) to employees beyond the ESA requirements. The Employer will also recognize Bereavement Leave for the death of a close friend, co-worker, or customer. Employees are not required to provide proof of bereavement but must notify human resources.
- (b) **Elected Representative Leave:** The Employer shall grant leave of absence(s) without pay to the employee elected to serve as MP, MLA, Municipal Council, First Nation Council, Civic Council, Labour Council, BC Federation of Labour, or Canadian Labour Congress. The Leave will cover the term(s) of office. An Employee who wishes to run for

election shall be granted up to three (3) months of unpaid leave in the time preceding the election.

- (c) **Personal Development Leave:** After two (2) years of employment, an employee shall be entitled to up to three (3) months of unpaid leave Personal Development Leave. Personal Development Leave entitlements shall carry-over year-to-year up to a maximum of twelve (12) months leave entitlement. Employees are required to communicate their absence at least eight (8) weeks prior to the start date of the leave.
- (d) **Optional Unpaid Leave:** The Employer recognizes that there may be times when employees need to take a leave of absence from work for reasons other than those identified above. After one (1) year of employment, all employees are entitled to an unpaid Leave of Absence of up to four (4) months in duration once per calendar year.

No more than two (2) employees per store may be on optional unpaid leave at any given time, where more than one (1) employee requests optional unpaid leave at the same time, the leave will be provided to the employee with the most seniority.

Requests for an Optional Unpaid Leave will be considered on an unpaid basis and without a continuation of benefits. At the employee's request, the employee can self-pay their pre-leave benefit status in advance. Employees on such a Leave of Absence will accumulate seniority.

SECTION 6 – Safety and Dignity

6.01 Workplace Safety

- (a) **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.
- (b) **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.
- (c) **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 employee's daily earnings and benefits for that day.
- (d) **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.

- (e) **Unsafe Work - Daily Earnings:** An employee will not be deducted pay for refusing unsafe work and will be paid for their regularly scheduled hours of work, until it is deemed safe to return to work.
- (f) **Work Loads:** 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 and it will result in an occupational accident or occupational injury to themselves, the question shall be referred to the grievance procedure.

6.02 Refusing Service

- (a) **Right to Refuse Service:** Employees are not required to tolerate abuse or hostility in the workplace including microaggressions in the workplace. Where an employee experiences a situation of abuse or hostility, the employee will refer the matter to the shift lead, who will address the customer(s) to address the matter and may exercise the right to refuse service to ensure the safety of employees and where practical and where the employee has received sufficient training, make use of de-escalation techniques. All incidents will be reported in a written incident report and submitted to management. A shift lead from within the bargaining unit reserves the right to refuse service and will not be subject to discipline for exercising this right.

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

- (b) **Protection From Ongoing Harassment:** Customers who are repeatedly not observing the guidelines of safety, respect, or any other reasonable measure for refusing service, may be refused entry from re-entering the place of work. Any incident involving refusal of service will be brought to the Health and Safety Committee for review and remedy.

6.03 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 grieve under the Collective Agreement. 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.

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) Contact HR/ Manager or Complete a Bullying & Harassment form.

No discrimination for lawful union activity: 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 was forced to resign as a result of deliberate management conduct shall be considered under the grievance procedure. If the grievance is successful, the employee shall be deemed not to have resigned.

6.04 Equipment

- (a) **Tools and Equipment:** The Employer is to provide and maintain all tools and equipment required to perform job related duties.
- (b) **Chairs:** The Employer will provide chairs for the employee to use on shift. The Union and the Employer recognize that this is an existing term of employment.
- (c) **Apparel:** The Employer is to provide each Employee with at least two (2) pieces of Trees branded apparel upon their date of hire, and annually thereafter. In the event that there is a discontinuation in the Trees branded apparel over the duration of the collective agreement, the Employer will provide similar branded apparel.

6.05 Privacy

- (a) **Surveillance:** Surveillance may only be used for security and safety purposes and not be used in any way to supervise the regular work of employees.
- (b) **Consent to Surveillance:** The Employer must notify the employees of any surveillance activity that occurs, for any purposes.
- (c) **Work-Related Communication:** Employees are not required to receive, acknowledge, or respond to any work-related communications until they begin their next scheduled shift.

- (d) **Communication:** Employees will be provided the option of preferred methods of communication, outside of work hours, including but not limited to, text, email, or phone call.

6.06 Self-expression:

- (a) **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 Trees 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.

- (b) **Music:** Employees are permitted to listen to music that is selected by the employees on shift. The choice of music must be appropriate to a retail cannabis environment.
- (c) **Tattoos and Piercings:** Employees will not be discriminated against based on tattoos or piercings.

SECTION 7 – Job Security

- 7.01 (a) **Seniority:** Seniority is defined as the start date of employment, 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.

- (b) **Lay Offs:** The Employer agrees that if layoffs occur, Employees will be offered a minimum of four (4) 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.

- (c) **Recall Rights:** If layoffs occur, employees will be recalled to work according to seniority. Employees will be offered the substantially similar shifts, in accordance with business operating hours.

7.02 Employment References

- (a) **Proof of Employment:** Upon termination of employment, regardless of reason, the employer will provide, on request, a letter of reference confirming the employee's position and term of employment. This letter must be provided to the Union and the Employee within five (5) days of their last date of work. The Employer will not share any information that is disparaging or negative about a former employee, provide any barrier to Employment Insurance or in any way attempt to prevent an employee from finding future

work.

- (b) **Record Of Employment:** Upon termination of employment, or any other reason for issuing an ROE, the employer will provide an electronic copy of an employee's Record of Employment which shall be sent to the Union and the Employee within five (5) days of their last date of work. The Union may use the grievance procedure to settle any matter related to the information provided on a ROE. The Employer must provide an electronic copy of an Employee's ROE to both the Employee and Union.

7.03 Probationary Period: All new hire employees within the collective bargaining unit 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 for proper cause with at least one (1) week notice, or wages in lieu of notice, on the basis of unsuitability. Otherwise, employees may be terminated for proper cause, at any time, within the probationary period.

After successful completion of the probationary period, the employee becomes a permanent employee, unless explicitly hired on a temporary basis.

SECTION 8 – Union Involvement

8.01 Union Representatives

- (a) **Store Visits of Union Representatives:** 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.

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.

8.02 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.

Shop Stewards may introduce new members to the Union on Employer time.

8.03 Committees and Meetings

- (a) **Joint Labour Management (JLM):** 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. The Employer may make up no greater than 50% of the committee.

The purpose of JLM 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.

It is agreed that JLM meetings will be held on a regular basis, at least once per quarter, or at the request of either party. Meetings will be held before or after regularly scheduled shifts and will be considered paid time. Meetings will be held at a mutually agreed time and place.

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

The Employer agrees to provide sufficient paid time to employees to complete minutes from JLM meetings.

- (b) **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 fifty percent (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.

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.

- (c) **Staff Meetings:** The Employer agrees to provide one (1) leadership staff meeting per quarter, that includes management and is to be held on paid Employer time.

8.04 Union Participation

- (a) **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. Allegations that an employee was forced to resign as a result of deliberate management conduct shall be considered under the grievance procedure. If the grievance is successful, the employee shall be deemed not to have resigned.
- (b) **Solidarity Clause:** No employee shall be required to cross a picket line.

8.05 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.

Union Sticker: The Employer agrees to have a Union sticker placed on the entrance and exit of each unionized location. The size, location and design of the sticker will be subject to good faith discussions between the parties.

8.06 Financial Participation

Charitable Donations: In the case of the collection of charitable contributions on behalf of the Employer, or donations made by the Employer, the employees of the bargaining unit will vote as to which charity donations will be made.

SECTION 9 – Employee Information

- 9.01 **Employee Information:** The Employer will inform the Union of any changes to job descriptions, rates of pay, or additional roles introduced to the bargaining unit.

The Employer will inform the Union of any new employee that is hired within two (2) weeks from their date of hire **through the union provided online portal**. The Employer will include information regarding the job classification, rate of pay, date of hire, full name, and email, phone number, and home address.

The Employer will share with the Union all posted schedules electronically **by request**. Timesheets will be provided on request of the union.

9.02 Progressive Accountability

- (a) **Discipline Policy:** The parties agree that the Employer will utilize a progressive discipline policy which will be applied in the store. The Union retains the right to grieve the application of the progressive discipline policy.

The Employer must have just and reasonable cause in their exercise of discipline or termination of an employee.

- (b) **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.

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. A Union Representative, or Shop Steward, must be available to participate in this meeting within twenty-four (24) hours notice, or the meeting may continue. When a Union Representative cannot attend in person, they may, from time, participate via video call or phone call.

- (c) **Employee Personnel File:** A copy of any formal discipline report to be entered on an employee's file will be given to the employee. This **discipline report and associated documents** will be uploaded to **Employer HRIS** or other similar program where the employee can access it at any time during their employment.

Formal discipline reports will be removed from the employee's file twelve (12) months after the date the report was issued.

Subject to giving the Employer advance notice, employees shall have access to their personnel file as soon as practicable within seven (7) days of a request.

9.03 Grievance Procedure

Grievances: 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 9.04 of this Agreement.

As an alternative to referring unresolved grievances to arbitration, the Parties can refer an unresolved grievance to the Alternative Resolution process consistent with section 9.05 of the Collective Agreement.

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

9.04 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.

9.05 Alternative Resolution Clause: The parties agree to a voluntary Alternative Resolution process during the term of this Collective Agreement.

A party wishing to refer a Grievance to the Alternative Resolution process shall provide the other party with written notice of referral within three (3) weeks of exhausting the Grievance Procedure. The written notice of referral must be accompanied by all relevant information regarding the Grievance, all reliance documents and facts to be relied on.

The receiving party will have fourteen (14) days to confirm their agreement to refer the Grievance to an Alternative Resolution and if so, will provide a response to the facts and information in the referral as well as all reliance documents.

Any further facts or documents to be relied upon shall be disclosed at least one (1) week prior to the Alternative Resolution.

The parties shall appoint Mediators in rotation, as available, from the following list:

- Julie Nicols
- Koml Kandola
- Ken Saunders
- Or any other mediator as agreed to by the parties.

Decisions of the Alternative Resolution hearing shall be in writing and are final and binding for the particular Grievance but shall be without prejudice, and non-precedent setting.

Legal counsel shall not be used by either party during the Alternative Resolution process.

SECTION 10 – Miscellaneous

10.01 Bargaining Agent: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all **unionized** employees of Trees Cannabis, located in 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) store manager for each location; and
- (b) One (1) district manager

10.02 Jurisdiction: With the exception of excluded personnel listed in Section 10.01 of this Agreement, 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 that will impact existing employees' hours of work prior to those services being put in place.

No bargaining unit employee shall suffer a loss of hours as a direct result of excluded personnel in Article 10.01 of this Agreement or any third-party service working in the handling and selling of merchandise in the retail stores of the Employer.

10.03 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 Article 9.03.

10.04 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 **through the Union provided online portal**. 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, at least once a month, with a list containing names of all employees who have been hired or terminated of employment during the preceding one (1) month.

10.05 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.

10.06 Policy Change

- (a) **Policy Change:** Policies may be changed from time to time upon mutual agreement of the Employer and the Union.
- (b) **Employee Petition:** The Employer and the Union agree to resolve issues and consider the amendment of Policy and / or Contract language as the result of a petition presented by the employees. Petitions must be signed by at least two-thirds of the current employees to be recognized. The Employer and the Union agree to respond to a petition of the employees within seven (7) days.
- (c) **Ad Hoc Meetings:** The Employer and the Union may meet from time-to-time, at the request of either party, to address policies or other matters related to an effective working relationship. Dates and meeting times must be mutually agreed upon by both parties.

10.07 Expiration and Renewal

- (a) **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 (2) years** and thereafter in accordance with this Section.
- (b) **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 17.03 applies.
- (c) **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.

- (d) **Change in Agreement:** This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.
- (e) **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.
- (f) **Effective Date of Agreement:** The provisions of this Agreement shall come into force and effect on the Date of Ratification of this Agreement.
- (g) **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.

10.08 Management Rights: The Union recognizes that the management of the Employer and its operations and the directions of the employees are the exclusive function of the Employer. The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

SIGNED this 3rd day of October, 2023.

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

**FOR THE EMPLOYER
TREES CANNABIS CORP.**



Kim Novak, President

Jeff Holmgren

Jeff Holmgren

LETTER OF UNDERSTANDING #1

Living Wage

Between:

UFCW 1518 (the “Union”)

And

TREES CANNABIS (the “Employer”)

Living Wage Employer: The Employer and the Union agree that the terms and benefits of this first collective agreement are equal to the 2021 living wage policy for the City of Victoria, as published by *Living Wage for Families in BC*, for those employees who access sufficient benefits, supplements and/or premiums as per the agreement.

Should the living wage, as calculated by the *Living Wage for Families in BC*, be increased over the term of the agreement, and in advance of negotiations on contract renewal, the parties agree to meet in good faith to address the feasibility of adjusting terms and conditions of employment to reflect the increase.

Any increase will be subject to an assessment of the operational and financial sustainability of each unionized location.

SIGNED this 26 day of September, 2022.

RENEWED this 3rd day of October, 2023 .

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

**FOR THE EMPLOYER
TREES CANNABIS CORP.**



Kim Novak, President

Jeff Holmgren

Jeff Holmgren

APPENDIX "A" – Wage Grid

APPENDIX "A"

Wage Grid:

<u>YEARS WORKED</u>	<u>BUD TENDER</u>	<u>SUPERVISOR</u>	<u>ASSISTANT STORE MANAGER</u>
0 to 1	\$19.01	\$20.25	\$22.25
1 to 2	\$20.00	\$21.25	\$23.50
2 to 3	\$21.00	\$22.25	\$24.75
3 to 4	\$22.00	\$23.25	\$26.00
4 to 5	\$23.00	\$24.25	\$27.25

The Employer may provide salaries and rate increases in excess of the wage rates contained in APPENDIX A, based on performance, merit and other factors as long as it is not done in an arbitrary or capricious manner. The employer will notify the Union ten (10) business days in advance of any such increase.

INDEX

A

Alternative Resolution Clause · 23
Availability · 13

B

Bargaining Agent · 24
Base Wage · 1
BC Budtenders Union Discount · 8
Benefits · 5
Board of Arbitration · 23
Bonuses and Additional Pay · 4

C

Cannabis Sales Representatives · 8
Classification Change · 24
Committees and Meetings · 20
Cultural and other specific holidays · 5

D

Daily Pay · 2
Discounts · 8

E

Education · 7
Employee Classification · 9
Employee Discount · 8
Employee Information · 21
Employee-Directed Education · 8
Employer Responsibilities · 5
Employment References · 18
Equipment · 17
Expiration and Renewal · 25

F

Financial Participation · 21
Full Employment · 10

G

Grievance Procedure · 22

H

Health and Wellness · 7
Hours of Availability · 12

I

Internal Hiring and Promotion · 9
Internal Professional Development · 8

J

Job Postings · 9
Job Security · 18
Jurisdiction · 24

L

Lay Offs · 18
Leaves · 13
Licensing · 8
Living Wage · 27

M

Management Rights · 26
Member Controlled Tip Pool · 4

N

No Harassment · 16

O

Ongoing Skill Development · 8
Overtime · 2

P

Paid Breaks · 3
Pay Statements · 4
Policy Change · 25
Privacy · 17
Probationary Period · 19
Progressive Accountability · 22

R

Recall Rights · 18
Refusing Service · 16
Retroactivity · 1

S

Safety and Dignity · 15
Scheduling · 10
Self-expression · 18
Seniority · 18
Shift Changes · 11
Shift Premiums · 3
Shop Stewards · 19
Sick Leave · 14
Statutory Holidays · 5
Supplemental Leave · 14

T

Time Off Work · 12
Transferring Positions or Stores · 10

U

Union Communication · 21
Union Dues · 25
Union Involvement · 19
Union Leave · 14
Union Participation · 21
Union Pool · 9
Union Representatives · 19
Union Shop · 24

V

Vacations · 6

W

Wage Grid · 28
Wage Scale · 1
Wages · 1
Workplace Safety · 15