

COLLECTIVE AGREEMENT

B E T W E E N

The Original FARM Ltd.
1402 Douglas Street
Victoria, BC V8W 2G1

and

United Food and Commercial Workers, Local 1518
350 Columbia Street
New Westminster, BC V3L 1A6

November 11, 2022 to November 10, 2023

Ratified by member vote: November 11, 2022



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AGREEMENT

THIS AGREEMENT made and concluded this 11th day of November, 2022

BETWEEN: **The Original FARM LTD.**
1402 Douglas Street Victoria, BC V8W 2G1

(hereinafter referred to as the “Employer”)
OF THE FIRST PART

AND: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, CLC, LOCAL 1518 INDUSTRIAL
SECTOR**
350 Columbia Street
New Westminister, BC V3L 1A6

(hereinafter referred to as the “Union”)
OF THE SECOND PART

WITNESSETH:

Article 1 –Recognition

- 1.01 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.
- 1.02 **Bargaining Agent:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Original Farm at and from 1402 Douglas Street, Victoria and 3055A Scott Street, Victoria, BC except office staff and those excluded by the Labour Relations Code of 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, district managers, store managers, assistant store managers and education managers.

Article 2 – Union Security

- 2.01 **Union Shop:** Employees within the scope of the bargaining unit will be required to join the Union. The Employer will require new employees to sign a dues check-off form and Union membership application.
- 2.02 **Employee Information:** 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 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. 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 further agrees to provide the Union, at least once a month, with a list containing names of all employees who have been terminated from employment during the preceding one (1) month.

The Employer will share posted schedules and timesheets with the Union on reasonable request.

- 2.03 **Union Dues:** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such as 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 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.

Article 3 – Bargaining Unit Work

- 3.01 **Jurisdiction:** With the exception of excluded personnel listed in Section 1.02 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.

No bargaining unit employee shall suffer a loss of hours as a direct result of excluded personnel Section 1.02 or any third-party service working in the handling and selling of merchandise in the unionized retail stores of the Employer.

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.

Article 4 – Management Rights

- 4.01 **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.

Article 5 - Employer/Union Relations

- 5.01 **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 when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business including but not limited to the interviewing of members. The Union Representative shall notify a member of excluded management of their attendance on site where an excluded manager is present in the store.

The store visit of a union representative shall not unreasonably interfere or disrupt business operations.

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.

- 5.02 **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, provided the time is not unreasonable and does not disrupt business operations.

- 5.03 **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 Joint Labour Management 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.

- 5.04 **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.
- 5.05 **First Contract:** In recognition that this is a start-up Agreement, both parties agree that upon request from either the Employer or the Union, the parties shall meet and resolve any and all outstanding problems in relation to the start-up Agreement which may include the amendment of existing contractual language.

Article 6 – Scheduling and Hours of Work

- 6.01 **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 Rise (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;
- Preference and availability for CI-Opening shifts

- 6.02 **Designated Days Off:** All employees will be permitted to designate days off, if desired.

The Employer will make all reasonable efforts to schedule an employee's desired days off consecutively. Where the Employer is unable to grant consecutive days off, they will provide the reasons to the employee in writing / email. Denial of consecutive days will be subject to the grievance procedure.

Designated days off must be submitted alongside availability in accordance with Section 6.01 - Hours of Availability.

6.03 **Business Hours:** The regular business hours are subject to change, but are typically as follows:

Hillside:

Monday - Saturday: 9:00AM - 10:00PM

Sunday: 9:00AM to 8:00PM

Downtown:

Monday – Saturday: 10:30AM – 10:00PM

Sunday: 10:00AM to 8:00PM

The regular working hours are from 8:30 AM – 10:30 PM and are subject to change by the Employer. Hours scheduled outside of regular working hours for audits, training or employer meetings will be at the discretion of the employee. Employees shall not close the store alone.

6.04 **Work Schedule:** The Employer shall post a weekly work schedule for each employee fourteen (14) 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.

6.05 **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, by store. Where a call-in would result in overtime hours, or hours worked contrary to Section 36 of the BC *Employment Standards Act* (Hours Free from Work), or the employee does not respond within a reasonable amount of time, the Employer is permitted to move down the seniority list. Call-in shifts are to be accepted or denied at the sole discretion of the employee.

6.06 **Interval Between Shifts:** There shall be an interval of not less than ten (10) 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 ten (10) hours between close and open. Where the Employer is required to schedule an employee for a close/open shift, these shifts will be scheduled based on fair rotation.

6.07 **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 Section 19.11 Call-In Shift Premium. 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, based on the hours scheduled for the second half of the shift.

Otherwise, split shifts are not permitted to be scheduled as part of an employee's schedule.

Clarification Note:

Hours of work will be scheduled inclusive of breaks. Paid breaks shall not be considered as time worked or count towards overtime except where the employee is required to work or be available for work.

- 6.08 **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. Any change in an employee's availability must comply with Section 6.01 [Hours of Availability].
- 6.09 **Exchanging Shifts:** Employees are permitted to exchange shifts, subject to approval by the Assistant Manager or higher level of management. Shift exchanges will not be unreasonably denied.
- 6.10 **Minimum Daily Pay:** Minimum Daily Pay will be subject to the BC *Employment Standards Act*.
- 6.11 **Shift Changes:** An employee's schedule may be changed in response to staff circumstances brought to the employer's attention, including absence due to sickness or accident, or in the event of emergencies such as fire, flood, breakdown of machinery or other instances of force majeure, those changes will be subject to mutual agreement between the employee and employer.

In all other cases, the Employer will make best efforts to provide at least forty-eight (48) hours of notice of any schedule change. If forty-eight (48) hours of notice is not provided to the employee, the Employer will provide an additional two (2) hours pay in lieu of notice.

- 6.12 **Paid Breaks:** Employees shall be entitled to the following breaks:

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

Where the Employer requires an employee to work or be available for work during a meal or rest break, such time shall be counted as time worked by the employee.

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

Shift of two (2) to five (5) hours	One (1) paid fifteen (15) minute rest break
Shift of over five (5) hours up to six and one-half (6.5) hours	One (1) paid thirty (30) minute meal break
Shift of over six and one-half (6.5) hours	One (1) paid fifteen (15) minute rest break, one additional paid thirty (30) minute meal break; and one (1) optional unpaid additional fifteen (15) minute rest break. One rest break may be taken to extend the meal break up to forty-five (45) minutes. Breaks may not be taken at the end of the day to shorten the shift.

- 6.13 **Uninterrupted Breaks:** All breaks are to be uninterrupted. Where a break is interrupted, the employee is entitled to a subsequent replacement break period.
- 6.14 **Off-premises 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.
- 6.15 **Planned Regular 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.

- 6.16 **Access to Full Employment:** Employees may receive up to forty (40) hours per scheduled week and will be maximized based on their availability, subject to seniority and classification by store. Where additional hours become available, those hours will be offered subject to availability, seniority and classification by store.
- 6.17 **Multiple Places of Employment:** The Employer recognizes many employees work at other jobs and will support that by scheduling staff subject to their availability, in accordance with Section 6.01 [Hours of 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.

Article 7 – Overtime

- 7.01 **Overtime:** Overtime will be paid in accordance with the *Employment Standards Act*. All hours must be approved by management.

7.02 **Consent to Overtime:** Overtime hours are voluntary, and may be accepted or denied by an employee asked to work those hours.

Article 8 – Statutory Holidays

8.01 **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.

Statutory Holiday pay shall be subject to the *Employment Standards Act*.

The Employer and an Employee may agree to substitute another day off for a statutory holiday. Such agreement will not be unreasonably withheld.

Article 9 – Vacation

9.01 All employees begin accumulating vacation hours on their date of hire.

Employees' vacation pay accrual will be based on a percentage of earnings in accordance with the following scale:

<u>Length of Employment</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay (% of total earnings)</u>
After one (1) consecutive year from date of last hire	2 weeks	4%
After four (4) consecutive years from date of last hire	3 weeks	6%
After seven (7) consecutive years from date of last hire	4 weeks	8%

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

Vacation pay will accrue for all employees. Vacation pay will be paid for the pay period in which the employee requests it. Upon employee request vacation pay will be paid on regular paycheques and unpaid at time of vacation.

Clarification Note:

The Employer reserves the right to schedule employee vacations in accordance with the *Employment Standards Act* and subject to operational needs in accordance with its management rights.

Article 10 – Leaves

10.01 **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.

10.02 **Statutory Leaves:** Employees are entitled to all job protected leaves as provided by the BC *Employment Standards Act*, 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 statutory leaves recognized by this Agreement include:

- (a) Illness or 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* (temporary measure only)
- (h) Reservists leave
- (i) Leave respecting the disappearance of a child
- (j) Leave respecting the death of a child
- (k) Leave respecting domestic or sexual violence
- (l) Bereavement Leave; and
- (m) Jury duty leave

10.03 **Discretionary Leave without Pay:** Except as otherwise indicated in the Collective Agreement and as provided for in the *Employment Standards Act*, applications for Discretionary Leaves of Absence without pay will be considered on the basis of merit, compassion and length of service with final approval always subject to the operational needs.

10.04 **Sick Days:** After ninety (90) consecutive days of employment an employee, for personal illness or injury, is entitled in each calendar year, to up to six (6) days paid leave and three (3) days unpaid leave. Unused personal illness or injury leave days will not be carried over from year to year or paid out at their termination of employment. No more than five (5) days of the paid leave may be taken in the same calendar month.

Pay for leave under this section shall be in accordance with the *Employment Standards Act*.

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

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

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

10.06 **Funeral Leave/Bereavement Leave:** An employee is entitled to up to three (3) days of paid leave on the death of the employee's spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, the child or parent of an employee's spouse, or any person who lives with an employee as a member of the employee's family.

Should an employee's entitlement to Funeral Leave/Bereavement Leave occur while the employee is on vacation, the employee's vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer. An employee's day

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

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

Clarification Note:

In the event of a dispute, it would be reasonable for an employer to request that an employee provide proof of death and the nature of the relationship. (ESA Policy Interpretation, <https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/forms-resources/igm/esa-part-6-section-53>)

Article 11 – Health and Wellness

11.01 **Health Benefits:** After ninety (90) days of continuous employment, the Employer will pay fifty percent (50%) of the monthly premium costs for a group benefit plan which includes Life, AD&D, pharmacare, dental and extended health for all eligible employees working an average minimum of 20 hours per week, and who have successfully completed their probationary period. An average week of work will be calculated based on the previous eight (8) weeks in which regular hours of work were performed.

Employees, who after meeting enrollment criteria, suffer a reduction in hours to less than the twenty (20) hour average, will have a three (3) months grace period to return to eligible.

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. The Employer will provide a reminder by email to each employee to submit their enrollment forms, seven (7) calendar days in advance of the thirty-one (31) calendar day deadline to submit the enrollment forms.

The parties acknowledge the Employer's agreement to provide benefit coverage is an agreement to pay premiums only and is not a guarantee of any benefit. Eligibility and appeal processes concerning benefit coverage shall be addressed directly with the benefit provider.

An eligible employee on a leave of absence covered under Section 10.02 [Statutory Leaves] can maintain coverage for the duration of the leave by paying the employee's fifty percent (50%) portion of the monthly cost of the premiums, subject to any restrictions under the policy. An eligible employee absent for any other reason, other than layoff, may opt to maintain coverage by paying fifty (50%) of the premiums for the first month and the full (100%) monthly premium cost of the premiums thereafter for a period of up to three (3) consecutive months, and subject to any restrictions under the policy.

The Employer will provide copies of all applicable Benefit Booklets and Summaries to employees and the Union.

The Employer agrees to advise the union of any changes to the group benefit plan or carrier in advance. Where the Employer elects to change carrier, the Employer agrees to maintain benefits that are substantially similar to the current benefits plan.

- 11.02 **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.

Article 12 – Professional Development

- 12.01 **Cannabis Education:** The Employer agrees to pay the cost of a third-party Cannabis Education Level 1 for all new employees, and a Level 2 for one (1) Senior Budtender per store.

All class hours, spent by employees who participate in third party cannabis education training 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, subject to customer priority.

- 12.02 **Selling it Right:** The Employer will reimburse all employees who have been continuously employed in excess of ninety (90) days the full cost of obtaining their Selling it Right Certification, and thereafter during employment, upon submission of a receipt.
- 12.03 **Internal Professional Development:** The Employer agrees to support the professional development and internal promotion of Employees. The Employer will offer advice and recommendations for the professional development and/or opportunities for advancement for all Employees who express interest in writing to management and have completed six (6) months of employment. Professional development is not a guarantee of promotion.

Article 13 – Health and Safety

- 13.01 **Health and Safety Committee:** The Employer agrees to maintain one (1) Health and Safety Committee covering both stores which shall consist of one (1) employee representative from each store, 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 Committee shall function in accordance with the Workers Compensation Act and Regulations.

Meetings will be held on a regular quarterly basis, before or after regularly scheduled shifts, and will be considered paid time. Additional meetings may be scheduled by mutual agreement between the employer and employees.

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.

- 13.02 **Safety Supplies:** All safety clothing and personal protective equipment required by the Employer or by WorkSafe BC (WCB) shall be provided for and maintained by the Employer. The Employer will maintain a sufficient amount of disinfectant, face masks, and other 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.

- 13.03 **Injured Employee Transportation:** The Employer will provide and pay for the immediate conveyance and transportation of an injured worker to the location of initial medical treatment of a work-related illness or injury.
- 13.04 **Unsafe Work:** If an employee has reasonable cause to believe that performing a work process or using a tool or machine would create an undue hazard to the health and safety of any person, the employee has the right to refuse unsafe work. The employee must immediately notify the store manager or assistant store manager who will then take appropriate steps to determine if the work is unsafe and to remedy the situation. The parties will follow the WorkSafeBC Guidelines for Refusal of Unsafe Work. The employee will not be disciplined or penalized for following these steps, but may be temporarily assigned a new task at no loss in pay.
- 13.05 **No Discrimination:** Both the Employer and the Union endorse the principles outlined under the BC Human Rights Code wherein neither the Employer and/or the Union shall 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*.
- 13.06 **Harassment Complaints and Investigation:** 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.

13.07 **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.

13.08 **Solidarity Clause:** No employee shall be required to cross a picket line.

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

13.10 **Chairs:** The Employer will provide chairs for employee use on shift, for employees working in back of house.

13.11 **Surveillance:** Surveillance used by the Employer for safety and security is not to be used as a replacement for supervising or managing employees, or as a means to evaluate employee performance. Information obtained from surveillance for the purpose of safety, security and investigation purposes or to respond to specific complaints and inquiries, may be used to address employee performance, and/or in the instance of a formal disciplinary proceeding, as long as the surveillance is specific to the allegations raised in the discipline.

Should the employer rely on surveillance for a disciplinary proceeding, such surveillance will be disclosed to the Union in advance of the disciplinary meeting.

- 13.12 **Consent to Surveillance:** Employees consent to the use of surveillance as described in this Section.
- 13.13 **Communication:** Employees shall provide the Employer with all means by which they wish to receive communications from the Employer outside of work hours, including but not limited to, text, email, or phone call.
- 13.14 **Customer Behaviour / Harassment:** An employee who witnesses or experiences a customer not observing the guidelines of safety, respect, or any other reasonable measure, shall report the matter to the Store Manager, Assistant Store Manager or their designate for immediate handling. Only the Store Manager, Assistant Store Manager or their designate may refuse the customer service or prohibit the customer 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.

Article 14 – Grievance and Arbitration

- 14.01 **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 fourteen (14) calendar 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 twenty-one (21) calendar 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) calendar 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) calendar days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14.02 [Board of Arbitration] 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 14.03 [Alternative Dispute Resolution] of the Collective Agreement.

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

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

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

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

14.03 **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.

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.

Article 15 – Dismissal, Suspension and Discipline

15.01 **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.

15.02 **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 employee is given a reprimand which is to be entered on the employee's personnel file and/or when the employee is to be suspended or discharged. A Union Representative, or Shop Steward, or Employee's witness of choice must be on shift and available to participate in this meeting within twenty-four (24) hours notice, or the meeting may continue. When a Union Representative or Shop Steward, or Employee's witness of choice can not attend in person, they may, from time to time, participate via video call or phone call.

Discipline interview witnesses must be a member of the bargaining unit or an individual designated by the union. An Employee's witness of choice shall not cause or result in a disruption to business operations or additional cost to the Employer.

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

Written notices of disciplinary action(s) in the employee's personnel file after six (6) months cannot be used thereafter as part of disciplinary procedure provided such employee has not received any additional disciplinary action for the same, or a similar, infraction during those six (6) months.

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

Article 16 – Seniority

- 16.01 **Seniority:** Seniority is defined as the start date of employment from the most recent date of hire, is determined by store 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, and is considered for purposes of:

- (a) job vacancies;
- (b) layoffs;
- (c) recall;
- (d) and as referenced in this Agreement.

Seniority will be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer, and is not rehired within six (6) months from their last date of work for which paid;
- (b) Is discharged for cause;

- (c) Is absent without approved leave for a period of more than two (2) weeks of working time without a legitimate reason;
- (d) Following a layoff, fails to report to work or communicate with the Employer for a period of more than fourteen (14) calendar days after being recalled by all means by which they wish to receive communications from the Employer. An employee shall not be deprived of their recall rights if they have bona fide reasons for their failure to report to work and/or communicate with the employer under this section; or
- (e) Is on continuous layoff for six (6) months.

16.02 **Probationary Period:** All new hire employees within the collective bargaining unit will be subject to a ninety (90) day probationary period. The Employer may extend the probationary period with the written consent of the Union. The consent of the Union is not to be unreasonably withheld. Any extension will be in writing and specify the duration of the extension.

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.

Probationary employees may be terminated for unsuitability at any time within the probationary period. Employee suitability will be fairly assessed by the Employer.

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

Article 17 – Hiring, Promotion and Staff Changes

17.01 **Internal Hiring and Promotion:** When filling posted vacancies, qualifications, experience, skill and ability to perform the work set out in the job posting shall be the Employer's primary considerations. When these factors are equal among applicants for the position, the applicant with the most seniority (as applicable by store) shall receive preference. Internal applicants will be given hiring preference for positions over external applicants. 'Internal applicant' includes any member of the bargaining unit.

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 offered new shifts first.

Employees are permitted to apply to vacant postings at all unionized locations, regardless of the location of their current position of employment, and all bargaining unit positions will be considered internal.

17.02 **Job Postings:** All job vacancies will be posted in all unionized workplaces and shared by email, for a minimum of seven (7) calendar days in advance of an external posting. Details regarding all job vacancies must be emailed to members of the bargaining unit, and the Union the day they are posted.

- 17.03 **Feedback:** Current employees who applied, but were not successful in their application, will receive written feedback, by request of the employee, to support their future candidacy and professional development goals.
- 17.04 **Transferring Positions or Stores:** Employees retain the right to apply for new job postings at any unionized locations in accordance with Section 17.01 [Internal Hiring].

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.

Article 18 – Layoff and Recall

- 18.01 **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. Layoff shall be based on seniority by store by classification, subject to qualifications, experience, skill and ability to perform the work.
- 18.02 **Recall Rights:** If layoffs occur, employees will be recalled to work according to seniority by store by classification, subject to qualifications, experience, skill and ability to perform the work. The Employer will make reasonable efforts to recall employees to substantially similar shifts, in accordance with business operating hours.

Article 19 - Wages

- 19.01 Probationary employees shall be paid fifty cents (\$0.50) less per hour than the Step 1 rate in Appendix "A". Upon completion of their Probationary period they shall receive the Step 1 wage rate.
- 19.02 The Employer may provide wages 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) days in advance of any such increase.
- 19.03 **Minimum Daily Pay:** Minimum Daily Pay will be subject to the BC *Employment Standards Act*.
- 19.04 **Pay Periods:** Pay periods shall be bi-weekly.
- 19.05 **Pay Statements:** Employees shall be provided with a statement of earnings and deductions for each pay period.
- 19.06 **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.

- 19.07 **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.
- 19.08 **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.
- 19.09 **Tips and Gratuities:** 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.
- Cash tips are to be collected and pooled at each store. Once every other week, two employees designated by the membership, will divide the tips amongst the staff, Front and Back of House, at each store based on the number of hours worked. Tips are to be paid out in the week following each pay day.
- 19.10 **Training Premium:** Employees who are scheduled to train new employees will receive a premium of fifty cents (\$0.50) per hour for all designated training shifts as determined by the Store Manager or Assistant Store Manager.
- 19.11 **Call-In Shift Premium:** Employees who attend to work a Call-In Shift, subject to Section 6.05 (Call-In Shifts), will be paid a \$0.50 per hour premium for hours of work during the Call-In Shift. For employee absences where a Call-In is required for an employee absence that exceeds one shift, the call-In premium and minimum daily pay in accordance with this Agreement will only be paid for the first scheduled shift. Thereafter Section 6.11 (Shift Changes) shall apply.

Article 20 – Miscellaneous

- 20.01 **Store Discount:** All employees are entitled to a twenty percent (20%) discount on store merchandise purchased at any of the Employer's retail locations to a maximum of thirty (30) grams per day and fifteen hundred dollars (\$1,500.00) per month.
- 20.02 **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.

- 20.03 **Proof of Employment:** Upon termination of employment, regardless of reason, the employer will provide, on request, a letter of employment 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 the request being made, or as soon thereafter as is practicable. The letter of employment 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. The Employer will limit communication to any third party to that information contained in the letter of employment.
- 20.04 **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 Record Of Employment.
- 20.05 **Policy Change:** The Employer agrees to provide the union with all policy changes seven (7) days in advance of implementation of the policy.
- 20.06 **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.

Employees will wear Original Farm branded clothing in appropriate sizing provided by the Employer. Employees will receive \$0.07 per hour of work toward the cost of cleaning uniforms and the Employer will reflect the amount paid on bi-weekly paystubs.

The Employer agrees that any change to the Employer branded shirt design and fit will be done following meaningful input with staff.

- 20.07 **Tattoos and Piercings:** Employees will not be discriminated against based on tattoos or piercings worn in compliance with the Employer's policies. Employees will be allowed to wear piercings of their choice in accordance with the Employer's policies.

Article 21 – Expiration and Renewal

- 21.01 **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 one (1) year and thereafter in accordance with this Section.
- 21.02 **Notice to Bargain:** This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or the Union giving written notice to the other party within four (4) months immediately preceding the expiry of the Agreement. Where no notice is given by either party, both parties shall be deemed to have given notice,

ninety (90) days before the expiry of the Agreement and thereupon Section 17.03 applies.

- 21.03 **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.
- 21.04 **Change in Agreement:** This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.
- 21.05 **Agreement to Continue in Force:** Both parties shall comply with the terms of this Agreement during the period of collective bargaining and until a new Collective Agreement is signed by the parties without prejudicing the position of the new or revised Agreement in making any matter retroactive in such revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or a legal lockout, as the case may be.
- 21.06 **Effective Date of Agreement:** The provisions of this Agreement shall come into force and effect on the Date of Ratification of this Agreement.
- 21.07 **Exclusion of Operation:** The parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and any subsequent equivalent legislation.

SIGNED this 2nd **day of** February , **2023.**

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

m supowitz

Michael Supowitz

WAGE GRID:

STEP	WORKED HOURS	BUDTENDER	FOH KEYHOLDER	FOH SUPERVISOR	BOH INVENTORY ASSOCIATE	BOH INVENTORY SUPERVISOR
1	0 to 499	\$19.02	\$19.52	\$20.25	\$19.02	\$20.25
2	500 to 999	\$19.25	\$19.75	\$20.50	\$19.25	\$20.50
3	1000 to 1499	\$19.50	\$20.00	\$20.75	\$19.50	\$20.75
4	1500 to 1999	\$19.75	\$20.25	\$21.00	\$19.75	\$21.00
5	2000 to 2999	\$20.00	\$20.50	\$21.25	\$20.00	\$21.25
6	3000 to 3999	\$20.25	\$20.75	\$21.50	\$20.25	\$21.50
7	4000 to 4999	\$20.50	\$21.00	\$21.75	\$20.50	\$21.75
8	5000 to 5999	\$20.75	\$21.25	\$22.00	\$20.75	\$22.00
9	6000 to 6999	\$21.00	\$21.50	\$22.25	\$21.00	\$22.25
10	7000 to 7999	\$21.25	\$21.75	\$22.50	\$21.25	\$22.50

Effective March 1, 2023 the following Wage Grid shall be applied:

STEP	WORKED HOURS	BUDTENDER	FOH KEYHOLDER	FOH SUPERVISOR	BOH INVENTORY ASSOCIATE	BOH INVENTORY SUPERVISOR
1	0 to 499	\$19.57	\$19.70	\$20.45	\$19.57	\$20.45
2	500 to 999	\$19.83	\$19.95	\$20.70	\$19.83	\$20.70
3	1000 to 1499	\$20.09	\$20.20	\$20.96	\$20.09	\$20.96
4	1500 to 1999	\$20.34	\$20.45	\$21.21	\$20.34	\$21.21
5	2000 to 2999	\$20.60	\$20.70	\$21.46	\$20.60	\$21.46
6	3000 to 3999	\$20.86	\$20.95	\$21.71	\$20.86	\$21.71
7	4000 to 4999	\$21.12	\$21.20	\$21.97	\$21.12	\$21.97
8	5000 to 5999	\$21.37	\$21.46	\$22.22	\$21.37	\$22.22
9	6000 to 6999	\$21.63	\$21.71	\$22.47	\$21.63	\$22.47
10	7000 to 7999	\$21.89	\$21.98	\$22.72	\$21.89	\$22.72

Upon ratification of the collective agreement, bargaining unit employees:

- a) Who have worked an average of twenty (20) hours or more per week will receive a one-time signing bonus of six hundred dollars (\$600.00) within thirty (30) days of the date of ratification; or,
- b) Who have worked an average of less than twenty (20) hours per week will receive a one-time signing bonus of four hundred and fifty dollars (\$450.00) within thirty (30) days of the date of ratification.

Upon ratification of these recommendations, the Union will withdraw its Unfair Labour Practice Complaint 2022 – 001298.

The Union will upon ratification of these recommendations and agreement being reached on the Settlement Agreement for Devon Osbaldeston, withdraw the Unfair Labour Practice Complaint 2022-001295.

LETTER OF UNDERSTANDING #1

BETWEEN

United Food and Commercial Workers Local 1518 (the "Union")

AND

The Original FARM (the "Employer")

Re Vision Coverage

Effective November 1, 2022, vision coverage* will include up to two hundred (\$200) dollars every twenty-four (24) months for all employees eligible to participate in the Employer's benefits program. The Employer will pay fifty percent (50%) of the monthly premium costs for such vision coverage, and vision coverage shall be included in the list of health and welfare benefits under Section 11.01

**Vision coverage applies to glasses coverage and/or vision care appointments.*

SIGNED this 2nd **day of** February, **2023.**

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

m supowitz

Michael Supowitz

SIDE LETTER #1

BETWEEN

United Food and Commercial Workers Local 1518 (the "Union")

AND

The Original FARM (the "Employer")

Re Danielle Rivera

Whereas the parties have agreed that Assistant Store Managers are excluded from the bargaining unit; and

Whereas Danielle Rivera is the only current Assistant Store Manager (Downtown, FOH) that was promoted to the position internally (the other two ASM's having been hired externally);

The Parties agree as follows:

1. Within thirty (30) days following Ratification of this Agreement, Danielle Rivera may agree to relinquish the Assistant Store Manager position (Downtown, Front of House) in favour of accepting a Supervisor position at the Downtown store, Front of House.
2. Upon acceptance of the Supervisor position (Downtown, Front of House), all corresponding terms and conditions of employment for the Supervisor position shall apply to Danielle Rivera, including the corresponding Supervisor rate of pay.
3. The Employer agrees no bargaining unit member shall be displaced as a result of Danielle Rivera moving to the Supervisor position, Downtown, FOH.

SIGNED this 2nd **day of** February, **2023.**

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

m supowitz

Michael Supowitz

SIDE LETTER #2

BETWEEN

United Food and Commercial Workers Local 1518 (the "Union")

AND

The Original FARM (the "Employer")

Re Surveillance – Live Feed Monitoring

The Employer agrees not to operate live feed monitoring displayed on the shop floor, subject to Provincial Cannabis Retail Regulations.

SIGNED this 2nd **day of** February , **2023.**

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

m supowitz

Michael Supowitz

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