

COLLECTIVE AGREEMENT

Between

Clarity Cannabis BC Ltd.

And

United Food and Commercial Workers, Local 1518

February 25, 2021 to February 25, 2022

Ratified by member vote: February 25, 2021



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MEMORANDUM OF AGREEMENT made this 29 day of January, 2021.

BETWEEN: **CLARITY CANNABIS BC LTD.**, whose principal place of business is located at **Victoria**, Province of British Columbia

(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 – Bargaining Agency

1.01 Union Recognition: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Clarity Cannabis BC Ltd located at, 603 Gorge Road East (Gorge Road), and 855 Johnson Street (Johnson Street), Victoria, British Columbia, with respect to rates of pay, wages and all other conditions of employment set out in this agreement, except for those excluded by the *Labour Relations Code* of British Columbia, and the following:

- (a) One (1) manager for each location; and
- (b) One (1) district manager

SECTION 2 – Union Shop

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

The Employer agrees to provide the Union in writing with the name, address and email address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees to sign a dues check-off form and Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three (3) months.

2.02 Union Dues: The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary

Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

SECTION 3 – Jurisdiction

- 3.01 Clerks Work Clause:** With the exception of excluded personnel listed in Section 1 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 Section 1 of this Agreement working in the handling and selling of merchandise in the retail stores of the Employer.

SECTION 4 – Management Rights

- 4.01 Management Rights:** The Union recognizes that the management of the Employer and its operations and the direction 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 and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

SECTION 5 – Schedule, Overtime, Statutory Holidays

- 5.01 Work Schedule:** The Employer shall post a weekly work schedule for each full-time (FT) and part-time (PT) employee twenty-one (21) days in advance of the first date of the work schedule.

An employee's schedule may be changed without notice 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, break down of machinery or other instances of force majeure.

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.

Sunday shall be considered the first day of work for the basic work week.

Daily hours of work shall be consecutive with the exception of breaks.

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

- 5.02 Shift Scheduling:** All scheduled shifts will be between four (4) and eight and one half (8 ½) hours of work, unless mutually agreed to between the Employer and employee. Hours of work will be scheduled by seniority and based on maximization of employee hours of availability subject to operational needs.
- 5.03 Cross Store Scheduling:** By mutual agreement between the Employer and employee, an employee may be scheduled for shifts in separate unionized retail locations. No existing employee who works in a designated location is to suffer a loss in hours of work by the cross-store scheduling of another employee.
- 5.04 Hours of Availability and Designated Days Off:** 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.

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 at least twenty-eight (28) days prior to the effective date of change. Late submissions will be considered where the employee provides reasonable explanation for the delay. A change in availability request will not be unreasonably denied.

All full-time (FT) and part-time (PT) employees will be permitted to have at least a single weekend day off if desired. Employees who desire a weekend day off will notify the Employer twenty-eight (28) days in advance of the schedule within which they desire the time off.

Weekend days off, scheduled under section 5.04, will be recurring unless the employee gives twenty-eight (28) days' notice to the Employer that they no longer desire a weekend day off.

The Employer will make all reasonable efforts to grant an employee's desired weekend day off. Where the Employer is unable to grant a weekend day off, they will provide the reasons to the employee in writing. Denial of a weekend day off will be subject to the grievance procedure.

The Employer will make all reasonable effort to schedule two (2) consecutive days off.

Conflicts in the implementation of scheduling under section 5.04 will be resolved by seniority.

- 5.05 Requesting time off:** Employees are permitted to request time off or alter hours of work for personal reasons. Requests are to be in writing and employees are to exercise best efforts to provide such a request seventy-two (72) hours in advance of the scheduled shift.
- Requests for time off are to be approved subject to business needs and are not to be unreasonably denied.
- 5.06 Recording Hours of Work:** The Employer shall provide a sign-in system to enable employees to record their hours of work for payroll purposes. Employees shall record the time they start and finish each shift through the sign-in system.

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

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

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.

- 5.08 Minimum Daily Pay:** Minimum Daily Pay will be subject to the BC *Employment Standards Act*.

- 5.09 Employee Classification:** Full-time (FT) employees will be scheduled to work between thirty-two (32) and forty (40) hours per week.

Part-time (PT) employees will be those employees scheduled for thirty-one (31) hours or less.

- 5.10 Overtime Pay:** Overtime Pay will be subject to the BC *Employment Standards Act*.

- 5.11 Statutory Holidays:** The following days shall be recognized as statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other holidays proclaimed by the Federal, Provincial or Municipal Governments.

Statutory Holiday Pay will be subject to the BC *Employment Standards Act*.

- 5.12 Call-In Shifts:** The Employer may be required to arrange call-in shifts in instances of an emergency or to cover for sudden employee absences. Call-in shifts are to be offered by seniority, 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), 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.

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

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

Hours Worked	Break Entitlement
Shift of over four (4) hours up to six (6) hours	One (1) thirty (30) minute meal break
Shift of over six (6) hours	One (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.

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

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.

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

SECTION 6 – Seniority

6.01 Seniority: Seniority shall be determined by store and is defined as the number of paid hours including statutory leaves, disability leave, WCB leave and all leaves captured under Section 11 and Section 13.01 of this Agreement, from the most recent date of hire and is considered for purposes of vacation preference, job posting, layoff and recall and as referenced in the Agreement. Seniority lists of all employees shall be forwarded to the Union office twice per year.

Seniority for periods of statutory leaves, disability leave, WCB leave and leaves captured under Section 11 and Section 13.01 of this Agreement shall be calculated by totaling all the employee's weekly hours worked during the last twelve (12) weeks in which the employee worked, dividing the total by twelve (12) and multiplying the result by the number of weeks' leave, or portion thereof (pro-rated).

Length of Service: Length of service shall be determined by the employee's period of employment from the most recent date of hire, excluding any period(s) of layoff, and shall be deemed to be continuous during any statutory or approved leave of absence.

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

Seniority will be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer;
- (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 for a period of more than three (3) weeks after being recalled by telephone, email, and post; or
- (e) Is on continuous layoff for six (6) months.

The Employer agrees to give all employees three (3) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

Layoff and recall shall be based on seniority by store.

6.02 Probationary Period: All new hire employees 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. During probation, an employee shall earn \$1.00 less than the wage rate at Step 1 in the wage scale under Appendix A.

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 – without notice, wages in lieu of notice, or severance pay, on the basis of unsuitability or otherwise for proper cause, at any time within the probationary period.

After successful completion of the probationary period, the employee becomes a permanent employee and will be placed at Step 1 on Appendix A.

SECTION 7 – Hiring and Transfers

7.01 Hiring: The Employer will make best efforts to ensure that all job vacancies, whether part-time (PT) or full-time (FT), will be posted internally for a period of seven (7) days before being posted externally. 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.

7.02 Transferring Stores: Employees are permitted to transfer stores upon successful application to a vacant posting in a unionized Clarity Cannabis location.

Employees are permitted to apply to vacant postings in all unionized Clarity Cannabis locations, regardless of the location of their current position of employment.

Employee applications for store transfers will not be unreasonably denied.

An employee who transfers stores will suffer no loss in seniority or other entitlements as per the Agreement.

7.03 Guarantee of Full-time (FT) Positions: The Employer agrees to maintain a minimum of one (1) employee at the Gorge Street location and one (1) employee at the Johnson Street location at full-time (FT) status. Where the number of occupied full-time (FT) positions falls beneath the minimum, the Employer must post vacancies in accordance with Section 7.01. Internal applicants will be given hiring preference for full-time (FT) positions over external applicants in accordance with Section 7.01.

SECTION 8 – Wages

8.01 Wage Rates: The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule of wage rates contained in Appendix A attached hereto during such time as the Agreement is in force, provided that if an employee is receiving a

wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

8.02 Wages: The Employer agrees to pay all employees according to the wage rates contained in Appendix "A" to the Agreement with the following exceptions:

- (a) Employees who worked an average of twenty-six (26) hours or more per week as of April 1, 2020 will receive a one-time signing bonus in the amount of \$500.00. Employees who worked an average less than twenty-six (26) hours per week as of April 1, 2020 will receive a one-time signing bonus in the amount of \$350.00. The parties agree the signing bonus is a one-time transitional fixed payment and not a continuing entitlement or benefit.
- (b) It is agreed that no employee will receive a reduction in wages by the terms of this Agreement.
- (c) All wage increases and entitlements will be effective as of the Date of Ratification. The Employer agrees to pay the signing bonus under section 8.02(a) and retroactivity payment under Section 8.09 on the first Friday following the first Sunday after Ratification. The Employer and the Union agree to work in good faith should any logistical challenges arise with meeting this timeline.

8.03 Tip Pool: All Tips and/or Gratuities (collectively referred to as "Tips") that are received from customers will be placed into an employee-controlled Tip Pool. Tips received during a regularly scheduled shift are to be split evenly between scheduled employees on a per hour of work basis. All Tips will be paid to each employee by the end of a scheduled shift.

Only members of the bargaining unit are entitled to participate in the Tip Pool.

The Employer will provide signage in a visible location to advise customers of the option to pay Tips to employees through the Tip Jar.

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

8.05 Call-In Shift Premium: All employees who attend to work a Call-In Shift, subject to Section 5.12, will be paid a \$0.50 per hour premium for hours of work during the Call-In Shift.

8.06 Annual Performance Review: Effective on Ratification, the Employer will conduct an Annual Performance Review of each employee, to be completed within a reasonable period of time following each twelve (12) month anniversary of the start date of employment.

Employees who achieve a level, to be agreed upon between the Employer and the Union within sixty (60) days of Ratification, on their Annual Performance Review, will receive a \$0.25 per hour off-scale increase. The increase will commence in the first pay period following completion of the Annual Performance Review. The denial of an Annual Performance Review Premium may be subject to the grievance procedure under Section 14.01.

Should the Employer desire to make any significant change to the Annual Performance Review, these changes will be made in consultation with the Union.

6.07 Sick Pay: After ninety (90) consecutive days of employment, the Employer will provide five (5) days of paid sick time, for each employment year, to all employees who are unable to report for work on account of a medical illness. Paid sick leave will not accumulate and will not be paid out if unused.

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

8.08 Hazard Pay: The Employer agrees to have good faith discussions with the Union with respect to the introduction of Hazard Pay in the event of any provincially or federally declared state of emergency under which employees are designated by relevant authorities as essential service workers.

8.09 Retroactivity: All employees will receive \$2.00 per hour for each hour worked, including statutory holidays, since July 2, 2020. All other wage and benefit increases in this Agreement will be effective as of the Date of Ratification.

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

8.11 Classification Change: Where new classifications are introduced into the bargaining unit, or where the Employer requires bargaining unit members to perform acting responsibilities outside of the scope of their job description, the Employer and the Union shall meet in good faith to discuss the job responsibilities and rates of pay. Where the parties are unable to agree on wage rates for new classifications or acting responsibilities, this matter may be the subject of a grievance under Section 14.

SECTION 9 – Vacations with Pay

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

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

Annual Vacation requests are to be submitted by February 1st of each year. All requests received by this date will be considered on a seniority basis. All vacation requests received after February 1st, will be considered on a first come, first accommodated basis.

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

If multiple employees request vacation on the same dates and the store needs cannot accommodate all requests, the senior employee shall be granted vacation subject to management approval, which will include considerations such as the reason for the request and prior year's vacation time.

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. All vacation requests are to be submitted in writing. Employees will be notified of the status of their vacation request within seven (7) days of providing the request to management.

Subject to store needs, vacation may be taken in single-day allotments.

Vacation pay shall be paid out at least seven (7) days prior to the employee's scheduled vacation.

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.

SECTION 10 – Health and Wellness, Harassment – Including Sexual Harassment, Bullying and Discrimination

10.01 Health and Dental Benefits: The Employer will pay fifty percent (50%) of the monthly premium costs for a group benefit plan for all full-time (FT) employees (working a minimum of 32 hours per week) who have completed their probationary period, which includes Life and AD&D, extended health and dental at benefit coverage levels in effect prior to April 1, 2020.

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.

A full-time (FT) employee on a leave of absence designated under the BC *Employment Standards Act* 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. A full-time (FT) employee absent for any other reason, other than layoff, may opt to maintain coverage for a period of up to three (3) consecutive months by paying the full (100%) monthly premium cost of the premiums, 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.

10.02 Health and Safety Committee: The Employer agrees to maintain a Joint Health and Safety Committee for each 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 quarter, before or after store opening and will be considered paid time. 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, 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.

10.03 Safety Supplies: All safety clothing and personal protective equipment required by the Employer or by WorkSafe BC (WCB) shall be provided for and maintained by the Employer. The Employer will maintain a sufficient 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.

10.04 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.

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

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

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

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

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

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

10.06 No Discrimination: Both the Employer and the Union endorse the principles outlined under the BC *Human Rights Code* wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that

person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the BC *Human Rights Code*.

SECTION 11 - Leaves

11.01 General Leave Provision: 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) Bereavement leave
- (m) Jury duty leave

Except as otherwise indicated in the Collective Agreement and as provided for in the *ESA*, applications for Leaves of Absence without pay will be considered on the basis of merit, compassion, length of service with final approval always subject to the operational needs of the store.

All requests shall be considered and not unreasonably denied.

Where possible, requests shall be made at least twenty-eight (28) days in advance of the intended leave.

11.02 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.

- 11.03 Military Leave:** An employee who is a member of the Canadian Armed Forces, including Reservists, and who is part of an operational deployment will be granted a Leave of Absence without loss of seniority. Employees may be required to provide documentation to support the leave request.
- 11.04 Six (6) Week Leave of Absence:** All employees are entitled to apply for an unpaid Leave of Absence of up to six (6) weeks in duration once per calendar year. Employees on such a Leave of Absence will accumulate seniority.
- 11.05 Maternity Leave:** An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual birth date. The employee may choose to delay the commencement of their maternity leave until the date of birth, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to maternity leave.

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

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

All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.

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

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

- 11.06 Parental Leave:** An employee who requests parental leave under this Section is entitled to:

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

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

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

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

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

Employees will not accrue any benefits while they are on an extension of the Maternity and Parental Leave.

If an employee wishes to continue their eligibility for coverage under Section 10.01 for Extended Health and Group Life Insurance, the employee shall bear the full cost of the premiums during this Leave. These premiums are to be paid monthly in advance. If an employee opts to continue these benefits, then the three (3) month qualification period will not be required when the employee returns to work, subject to the benefit plan requirements. If an employee does not opt to continue these benefits, then the employee is to sign a waiver to this effect and the three (3) month qualification period shall apply upon the employee's return to work, subject to the benefit plan requirements.

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

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

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

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

SECTION 12 – Licensing and Ongoing Cannabis Related Training

12.01 Licensing: The Employer will reimburse all employees who have been continuously employed in excess of three (3) calendar months, for the full cost of all licensing required by law for the selling and dispensing of non-medical cannabis. This includes but is not limited to, "Selling it Right" and "Worker Security Verification".

In order to qualify for licensing reimbursement, the employee must provide verification to the Employer that the licensing was completed by the employee within six (6) calendar months of the commencement date of employment and receipt of purchase.

12.02 Cannabis Sommelier Training: 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 level one (1) Cannabis Sommelier training. 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 level one (1) Cannabis Sommelier training up to a maximum of \$300 exclusive of taxes.

The Union and the Employer agree that the \$300 amount reflects the current cost of level one (1) Cannabis Sommelier training. 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 Cannabis Sommelier training, 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.

The service provider for Cannabis Sommelier training must be a credible and industry acknowledged Cannabis education provider, as approved by the Employer. The Employer reserves the right to deny tuition and hours for all training that is not provided by a recognized service provider.

12.03 Ongoing Cannabis 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.

12.04 Educational Cannabis Tasting: All employees are entitled to purchase non-medical new weekly cannabis from their store at the wholesale price paid by the Employer to the Liquor Distribution Branch. Each store manager will post a weekly product list and the corresponding wholesale price for product available to purchase for Educational Cannabis Tasting purposes the day following delivery. Listed new weekly cannabis will be available for purchase at the wholesale price for seven (7) days. Employee's Educational Cannabis Tasting purchases shall be limited to one (1) item per variation, up to a maximum of 30g per employee per day.

SECTION 13 – Union Related Business, Shop Steward Recognition, Joint Labour Management

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

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

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

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

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.

13.02 Store Visits of Union Representatives: Duly authorized Representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative shall notify the Store Manager 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.

The Union agrees that store visits will comply with Worker Security Verification requirements.

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

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

The employee cannot unreasonably delay a disciplinary meeting through witness selection.

When a Shop Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from their immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

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

13.04 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.

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

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

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

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

13.08 Joint Labour Management: It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of two (2) employee representatives (one (1) from each store) and two (2) Employer representatives. Meetings will be held before or after store opening during a regularly scheduled shift and will be considered paid time.

The purpose of these meetings is to promote a harmonious relationship between management and employees, to raise and solve issues at store level and the expectation is for a good faith discussion related to matters in the workplace.

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

SECTION 14 – Grievance Procedure and Arbitration

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

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

(a) **Step one (1):** Grievances regarding suspension or termination shall be submitted by the Union and the Employer within twenty-one (21) days of the

event giving rise to the grievance, must be presented in writing, and shall clearly set forth the grievance and the contentions of the aggrieved party.

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

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

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

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.

SECTION 15 – Change in Workplace Policy

15.01 Policy Change: If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, the Employer will give the Union at least sixty (60) days' notice before the date on which the measure, policy, practice or change is to be effected, and after notice has been given, the Employer and the Union must meet in good faith, and endeavor to develop an adjustment plan, which may include any provisions respecting any of the following:

- (a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (b) Human resource planning and employee counselling and retraining;
- (c) Notice of termination;
- (d) Severance pay;
- (e) A bipartite process for overseeing the implementation of the adjustment plan.

SECTION 16 – Miscellaneous

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

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

- 16.02 Uniforms:** 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.

Should the Employer provide aprons, smocks or other uniform attire that are required to be worn by the employees, the uniforms shall be cleaned and maintained at the Employer's expense. The Employer agrees to provide a minimum of two (2) Employer required shirts to each employee.

The Employer agrees to pay \$0.07 per hour of work toward the cost of cleaning uniforms and to reflect the amount paid on bi-weekly paystubs.

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

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

- 16.04 Discounts:** All employees and one (1) designated intimate partner who resides with the employee, are entitled to a twenty (20)% discount on store merchandise purchased at any Clarity Cannabis BC Ltd. location.

- 16.05 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.

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

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

16.08 Sale or Closure of a Store: In the event of sale or closure of an employee's store, employees affected shall have first right of hire at other Clarity Cannabis locations covered by a UFCW 1518 Collective Agreement over external candidates within the first three (3) months following the sale or closure, and subject to Section 7.01.

SECTION 17 – Expiration and Renewal

17.01 Duration: 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.

17.02 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.

17.03 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.

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

17.05 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.

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

17.07 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 _____ DAY OF _____, 2021.

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



Kim Novak, President

**FOR THE EMPLOYER
CLARITY CANNABIS BC LTD.**

Adelaide Wilder

Emma Riderelli

APPENDIX “A” – Wage Scale

APPENDIX “A” (Wage Scale)

<u>STEP</u>	<u>WORKED HOURS as at Date of Ratification</u>	<u>BUD TENDER</u>	<u>SUPERVISOR</u>	<u>Hours Accumulated After Date of Ratification</u>
1	0 to 499	\$17.00	\$17.50	
2	500 to 999	\$17.25	\$17.75	+500 Hours
3	1000 to 1499	\$17.50	\$18.00	+500 Hours
4	1500 to 1999	\$17.75	\$18.25	+500 Hours
5	2000 to 2999	\$18.00	\$18.50	+1000 Hours
6	3000 to 3999	\$18.25	\$18.75	+1000 Hours
7	4000 to 4999	\$18.50	\$19.00	+1000 Hours
8	5000 to 5999	\$18.75	\$19.25	+1000 Hours
9	6000 to 6999	\$19.00	\$19.50	+1000 Hours
10	7000 to 7999	\$19.25	\$19.75	+1000 Hours

LETTER OF UNDERSTANDING #1

BETWEEN

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

AND

Clarity Cannabis BC Ltd. (the "Employer")

Re On-Duty Manager Premium

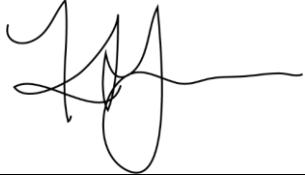
Through bargaining, the Employer and the Union have sought clarification from The City of Victoria on *Cannabis-Related Business Regulation Bylaw* [No. 16-601, section 8(b)], replaced by *Storefront Cannabis Retailer Regulation Bylaw* [No. 19-053, section 5(b)].

Should the City of Victoria confirm that a person carrying on the business of a storefront cannabis retailer must ensure that two (2) employees are present on the premises at all times when the business is open, including one manager, and that the duties of that manager exceed the current job duties of a Budtender, then the Employer agrees to pay an on-duty manager premium of \$0.50, per hour, for work performed as an on-duty manager.

The Union and the Employer agree that the on-duty manager premium does not apply to the supervisor position.

AGREED this _____ of _____, 2021.

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #2

BETWEEN

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

AND

Clarity Cannabis BC Ltd. (the "Employer")

Re Section 6.03 Exception

The Union and the Employer agree that for the life of the 2021-2022 collective agreement, the two (2) current employees at the Gorge Street location, Kenneth Moore and Gioia Evers, shall be red-circled as full-time (FT) positions.

In the event either or both employee(s) voluntarily reduce their hours of availability below full-time (FT) status, or resign their employment, the obligation to maintain their employment at full-time (FT) status under this Letter of Understanding #2 is expunged.

The above notwithstanding, at all times, the Employer shall be obligated to maintain a minimum of one (1) full-time (FT) employee at the Gorge Street location in accordance with Section 7.03.

AGREED this _____ of _____, 2021.

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER

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