

# **COLLECTIVE AGREEMENT**

**Between**

**1186783 B.C. Ltd. (dba Yaletown Cannabis Store)**

**And**

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

**March 15, 2024 to March 15, 2026**



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**MEMORANDUM OF AGREEMENT** made this 15<sup>th</sup> day of March, 2024.

**BETWEEN:** **YALETOWN CANNABIS BC LTD.**, whose principal place of business is located at **Vancouver**, 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**

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**1.01 Union Recognition:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of 1186783 B.C. Ltd. ("Yaletown Cannabis") for a bargaining unit composed of employees at 1078 Mainland Street, Vancouver B.C., 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.

(a) and; one (1) store manager

**SECTION 2 – Union Shop**

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

The Employer agrees to provide the Union with the name, address, phone number and email address of each employee in the bargaining unit along with the employee's date of hire within two (2) weeks of commencement of employment through the union online portal.

The Employer will require new employees to sign a dues check-off form and Union membership application. The Employer further agrees to provide the Union 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**

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**3.01 Clerks Work Clause:** With the exception of excluded personnel as determined under section 1.01 (Bargaining Agency), 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 in Section 1 of this Agreement working in the handling and selling of merchandise in the retail stores of the Employer.

In the event the employer intends to use a third party delivery service, the employer will contact the union and meet to discuss in good faith any unintended impact on bargaining unit hours.

### **SECTION 4 – Management Rights**

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**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**

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**5.01 Work Schedule:** The Employer shall post a weekly work schedule for each full-time (FT) and part-time (PT) employee fourteen (14) days in advance of the first date of the work schedule.

Employees must have manager approval to switch shifts. No switch shift request will be unreasonably denied. If an employee desires to switch a shift, they will be permitted to do so, however, it is the responsibility of the employee to find coverage for the shift.

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, breakdown 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.

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 up to twenty (20) hours. Employees will be maximized in their classification first.

The Employer may schedule fewer than twenty (20) hours to an employee in the budtender classification for the purposes of making a new hire in the budtender classification, provided there are no additional hours available on the schedule to accommodate the new hire.

Hours in excess of twenty (20) hours will be scheduled at the employer's discretion and by mutual agreement with the employee.

After an employee has been maximized in their classification, they can capture hours in other classifications, provided there is no loss in hours to employees in that classification.

An employee must have the skills and ability necessary to perform the work of a classification before capturing hours in that role.

**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, should future unionized locations be added. 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, including day of week and number of hours per day, 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.

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 will be resolved by seniority. In recognition of this start-up agreement, if issues arise in the implementation of the scheduling language, the parties agree to meet and resolve which could include the amendment of the language contained in section 5.

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

**5.10 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, National Day for Truth and Reconciliation, 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*.

**5.11 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.

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

Hours Worked	Break Entitlement
Shift of four (4) hours or less	One (1) fifteen (15) minute rest break
Shift of over four (4) hours up to six (6) hours	One (1) thirty (30) minute meal break and one (1) fifteen (15) minute rest break
Shift of over six (6) hours	One (1) thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks

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

Employees are only permitted to leave the store during a thirty minute break when there is another employee who is able to remain in the store and the store is able to remain open for business. 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 or other regulations that require minimum staffing levels.

## **SECTION 6 – Seniority**

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**6.01 Seniority:** Seniority shall be determined by store and is defined as the number of paid hours including statutory leaves, disability leave, WorkSafe BC 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, WorkSafe BC 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.

Any returning employee who is rehired to their previous store within ninety (90) days of their last date for which paid, shall retain all previous seniority rights with respect to seniority hours and the corresponding rate of pay for the classification in which they are rehired.

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.

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.

## **SECTION 7 – Hiring and Transfers**

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**7.01 Hiring:** The Employer will make best efforts to ensure that employees are informed of all job vacancies, internally for a period of seven (7) days before being posted externally. When filling vacancies, ability to perform the work set out in the job posting shall be the Employer's primary consideration. Where ability to perform the work is equal, the applicant with the most seniority shall receive preference.

**7.02 Transferring Stores:** Employees are permitted to transfer stores upon successful application to a vacant posting in a unionized location, should future unionized locations be opened.

Employees are permitted to apply to vacant postings in all unionized Yaletown 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.



## 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.

**Wages:** The Employer agrees to pay all employees according to the wage rates contained in Appendix “A” to the Agreement. The November 25, 2022 wage rates for all classifications will increase by three and a half percent (3.5%), effective March 15, 2025.

### APPENDIX A

HOURS OR TIME SERVED	BUDTENDER		KEYHOLDERS		ASSISTANT STORE MANAGERS	
	25-Nov-22	15-Mar-25	25-Nov-22	15-Mar-25	25-Nov-22	15-Mar-25
0-361	\$18.50	\$18.63	\$19.00	\$19.66	\$21.00	\$21.73
361-720	\$18.75	\$19.40	\$19.25	\$19.92	\$21.25	\$21.99
721-1080 or 6 months to 1 year	\$19.00	\$19.66	\$19.50	\$20.18	\$21.50	\$22.25
1081-1440 or 1.5 years to 2 years	\$19.25	\$19.92	\$19.75	\$20.44	\$21.75	\$22.51
1441-1800 or 2 years to 2.5 years	\$19.50	\$20.18	\$20.00	\$20.70	\$22.00	\$22.77
1801-2160 or 2.5 to 3 years	\$19.75	\$20.44	\$20.25	\$20.95	\$22.25	\$23.02
2161-2520 or 3 to 3.5 years	\$20.00	\$20.70	\$20.50	\$21.21	\$22.50	\$23.28
2521+ or 3.5+ years	\$20.25	\$20.95	\$20.75	\$21.47	\$22.75	\$23.54

**8.02 Retroactivity:** All wage and benefit increases will be paid retroactive to the date of certification of the union (November 25, 2022).

**8.03 Credit for Previous Experience:** The Employer may credit new employees between Step One (1) and Step Three (3) of the wage scale according to previous experience in the retail industry, as determined by the Employer in its sole discretion. The Employer will advise the Union for any credit for previous experience exceeding step three (3) on the wage scale and the increase will be subject to Union approval.

**8.04 Tip Pool:** All Tips and/or Gratuities (collectively referred to as “Tips”) that are received from customers will be placed into a Tip Pool. Tips received are to be split evenly between scheduled employees on a per hour of work basis and paid out every two weeks as part of the regular payroll.

The employer will maintain the option for tips to be received through the POS system from debit /credit and other regularly acceptable payment sources.

**8.05 Call-In Shift Premium:** All employees who attend to work a Call-In Shift, subject to Section 5.11, will be paid a fifty cent (\$0.50) per hour premium for hours of work during the Call-In Shift. The premium will not be paid on swapped shifts.

**8.06 Training Premium:** Employees who are scheduled to train new employees are to receive a premium of one dollar per hour (\$1.00) per hour for all scheduled training shifts. The Assistant Store Manager will not be eligible for the training premium.

- 8.07 Relief Rate:** All employees will be paid at the Store Manager’s hourly rate for all scheduled hours of work spent relieving the Store Manager, in excess of five (5) consecutive days.
- 8.08 Sick Pay:** After ninety (90) consecutive days of employment, the Employer will provide six (6) days of paid sick time, for each calendar year, to all employees who are unable to report for work on account of a medical illness.
- 8.09 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 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.
- 8.10 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 negotiate 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**

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**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 5 consecutive years from date of last hire	3 weeks	6%

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. 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.

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**

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**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 employees in the classification of Assistant Store Manager (working a minimum of fifteen(15) hours per week) who have completed three (3) months of employment which includes Life Insurance and AD&D, paramedical coverage, extended health and dental at benefit coverage as in effect date of ratification 2023.

The Employer will provide an application for benefits no later than forty-five (45) days in advance of the expiry of the three (3) month period.

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.

The benefits plan will be subject to the terms and conditions presented by the provider.

Following Ratification, the employer and the union agree to meet to review the feasibility of providing benefits coverage through reduced rates for all employees within the appropriate eligibility requirements.

**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 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

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**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 Three (3) Week Leave of Absence:** All employees are entitled to apply for an unpaid Leave of Absence of up to three (3) weeks in duration once per calendar year. Employees on such a Leave of Absence will accumulate seniority.

**11.05 Elected Representative Leave:** The Employer shall grant leave of absence(s) without pay to the employee elected to serve as MP, MLA, Municipal Council, First Nation Council, Civic Council, Labour Council, BC Federation of Labour, or Canadian Labour Congress. The Leave will cover the term(s) of office. An Employee who wishes to run for election shall be granted up to three (3) months of unpaid leave in the time preceding the election.

**11.06 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*.

**11.07 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*.

**11.08 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.

**11.09 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.

**11.10 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.

**11.11 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**

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**12.01 Licensing:** The Employer will reimburse all employees who have been continuously employed in excess of three (3) calendar months (Probationary period), 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 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.

**12.03 Budtender Referral Incentive:** The Employer will pay two hundred and fifty dollars (\$50) to each employee who refers a new hire employee, where the new hire employee completes the probationary period. The Employer will pay an additional one hundred (\$100) to the employee who made the referral, once the new hire employee completes six (6) months of employment.

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

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**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, one (1) from each store, on the following basis:

- (c) Up to three (3) months' leave of absence. Any further time would be subject to mutual agreement.
- (d) Where the employer identifies significant operational concerns that would result from an extended union leave, the parties agree to meet in good faith to determine the viability of the leave. If the parties are unable to agree on approval of the leave, it will be subject to the grievance procedure.

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.

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 orientate new members to the Union on Employer time not to exceed fifteen (15) minutes in duration or to in anyway impact operational needs.

**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.

**13.07 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 and two (2) Employer representatives. Meetings will be held before, during or after 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**

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**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**

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**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**

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**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 Union Decal:** The Employer agrees to display a Union decal in a visible location at the entrances of each unionized location represented by UFCW 1518. The cost and maintenance of the decal will be borne by the Union.

**16.03 Uniforms:** Employees are permitted to wear their own clothing provided it is suitable to a retail cannabis work environment, and is clean and in good repair.

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

**16.05 Discounts:** All employees and one (1) designated intimate partner who resides with the employee, are entitled to purchase cannabis at the liquor distribution wholesale price plus five percent (5%), or lower at the discretion of the employer.

**16.06 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.

- 16.07 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.
- 16.08 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.
- 16.09 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 Yaletown Cannabis locations, should any exist, 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**

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- 17.01 Duration:** The provisions of this Agreement shall be binding and remain in full force and effect from **March 15, 2024** to the **March 15, 2026** 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 Start-up 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 15<sup>th</sup> day of March, 2024.**

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

**FOR THE EMPLOYER  
1186783 B.C. Ltd.  
(dba Yaletown Cannabis store)**



**Seung Lee**

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**Kim Novak, President**

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**Seung Lee**

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