

COLLECTIVE AGREEMENT

Between the

**Canna Cabana INC.
(Hereinafter referred to as the Employer)**

And the

**United Food and Commercial Workers, Local 1518
(Hereinafter referred to as the Union)**

Duration of Agreement: October 9, 2024 - October 9, 2026

Ratified by Membership Vote: October 9, 2024



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MEMORANDUM OF AGREEMENT made this 9th day of October, 2024.

BETWEEN: **CANNA CABANA INC**, whose principal place of business is located at 1208 Davie Street 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")

NOW THEREFORE: The Employer and the Union mutually agree as follows:

ARTICLE 1 – Recognition

- 1.01** The Employer recognizes the UFCW Local 1518 as the sole and exclusive collective bargaining agent for all employees of Canna Cabana Inc. located at 1208 Davie Street Vancouver, British Columbia (the "Store"), save and except for those excluded by the Labour Relations Code of British Columbia, which includes, without limitation, the following:

Store manager
Assistant store manager

ARTICLE 2 – Union Security

2.01 Union Membership

- (a) Employees within the scope of the bargaining unit will be required to join the Union.
- (b) 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.
- (c) Employees on the payroll of the Employer as of the date of ratification who are members of the Union in good standing must thereafter remain members of the Union as a condition of employment.

2.02 Union Dues

- (a) The Employer agrees to deduct from the wages of each bargaining-unit 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 (collectively, "Union Dues"). The Union will provide the Employer with any all reasonable documentation for employees to authorize deduction of union dues.

- (b) The Employer shall, during the term of this Collective Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular weekly Union Dues and such Union Dues shall be remitted to the Union prior to the fifteenth (15th) day of the month following the month in which such deduction is made.
- (c) Union Dues deducted by the Employer shall be shown on the employee's T4 slip.
- (d) The Union shall provide the Employer with forty-five (45) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.
- (e) The Union shall provide its bargaining unit members with notice of any increase or decrease in Union Dues.
- (f) The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.

ARTICLE 3 – Union Stewards and Committees

3.01 Employee Personnel File

Any employee who so desires it, shall have the right to review an electronic copy of their own personnel file upon making a written request for same in advance no more than once per year. The Employer will send an electronic copy to the employee within a reasonable time after such request has been made.

3.02 Union Stewards

- (a) The Union shall have the right to appoint or otherwise select one (1) steward and one (1) alternate steward from amongst employees within the bargaining unit who have completed their probationary period (the "Stewards").
- (b) The Union shall notify the Employer in writing of the names of each of the Stewards and, where applicable, each committee member, before the Employer shall be required to recognize any person so selected.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without notifying their immediate supervisor. Stewards, with the consent of their supervisor, shall be permitted to leave their regular duties for a period of fifteen (15) minutes or less without loss of pay, to function as a steward as provided in this Collective Agreement. Such consent from the supervisor shall not be

unreasonably withheld, provided the Employer's business shall not be disrupted.

- (d) The Employer, acting reasonably, shall allow Stewards to attend to Union related business of more than fifteen (15) minutes, without pay, upon proper notice to the Employer, provided the Employer's business shall not be disrupted.
- (e) Within the first week of commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Stewards who will provide the new employee with a copy of the Collective Agreement. The Stewards shall be given the necessary time, up to ten minutes (10) without loss of pay per employee for Union orientation with the new employee(s).
- (f) Stewards shall be made aware of any disciplinary interview where either a reprimand that is to be entered on the employee's personnel file and/or when the member is to be suspended or discharged. Stewards will be present at such meetings. In the event no Stewards are at work at the relevant time, then the employee may select another employee who is at work at the time, as the witness. The employee cannot unreasonably delay a disciplinary meeting provided the option of representation is provided. In the event the employee refuses representation by an available Stewards, the meeting will proceed on one of the next two days the employee is scheduled to work unless otherwise mutually agreed to by the parties.

3.03 Union Representatives

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

Duly authorized Union representatives of the United Food and Commercial Workers Union or its International affiliates ("Union Representatives") will be entitled to visit a unit covered by this Collective Agreement during working hours at reasonable times to interview employees or to inspect working conditions, provided the Union Representatives first inform a manager of their presence and provides at least twenty-four (24) hours advanced notice where possible.

In order that this may be carried out, the Union will supply the Employer with the names of its Representatives. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

3.04 Negotiating Committee

A negotiating committee consisting of a Union Representative and not more than two (2) bargaining unit members from the Store appointed or elected by the Union.

ARTICLE 4 – Management Rights

- 4.01** Except as, and to the extent specifically modified by this Collective Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Union acknowledges that

it is the exclusive function of the Employer to:

- (a) maintain order, discipline, efficiency;
- (b) hire, classify, reclassify to reflect significant changes in job requirements, direct, layoff, assign work, methods of production and hours of production;
- (c) Discharge, promote, demote, suspend or otherwise discipline employees provided that employees who completed their probationary period will only be discharged or otherwise disciplined for just and sufficient cause;
- (d) make and alter from time to time rules and regulations to be observed by the employees provided they are not inconsistent with the provisions of this Collective Agreement;
- (e) conduct any form of electronic surveillance of its premises that is permitted by law;
- (f) generally to manage the business in which the Employer is engaged and without restricting the generality of the foregoing to determine the nature and kind of business conducted by the Employer, the equipment to be used, the methods and techniques of work, the content of jobs, the schedules of employees, the number of employees to be employed, the hours of work, the extension, limitations, curtailment or cessation of operations or any part thereof; and
- (g) all other functions and prerogatives which shall remain solely with the Employer.

4.02 The Employer agrees that these functions referred in 4.01 above will be exercised in a manner consistent with the provisions of this Collective Agreement.

ARTICLE 5 – Employee and Union Co-Operation

5.01 No Discrimination: The Employer and the Union agree that they shall not engage in discrimination in employment on any prohibited grounds identified in British Columbia Human Rights Code as amended from time-to-time.

5.02 Harassment: The Union and Employer agree that employees are entitled to the protections against workplace harassment from co-workers, managers and members of the public as set out in the Worksafe BC regulations. The Employer shall address incidents of workplace harassment brought to their attention, including but not limited to incidents involving the actions of customers in compliance with their obligations under Worksafe BC and any applicable legislation as amended.

ARTICLE 6 – Strikes and Lockouts

6.01 The Employer will not cause or direct any lockout of its employees, and the Union will not cause or direct any strikes during the term of the Collective

Agreement.

ARTICLE 7 - Grievance Procedure

- 7.01** Any complaint, disagreement or difference of opinion between the Employer and the Union, or between the Employer and an employee covered by this Collective Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement, may be considered as a grievance.
- 7.02** For the purposes of this Article, days shall only include Monday through Friday, excluding statutory holidays or other such days where the retail store is required to be closed by law.
- 7.03** The procedure for grievances shall be as follows:
- (a) **Step one (1):** It is the mutual desire of the parties hereto that complaints of employees be dealt with as quickly as possible. If an employee has a complaint, they shall discuss it with the store manager or designate with the assistance of their steward. In order to be considered a grievance, such discussion must take place within five (5) days after the circumstances giving rise to the complaint first occurred or originated or the employee reasonably ought to have known of the circumstances. The store manager or their designate shall communicate their reply to the complaint within five (5) days.
 - (b) **Step two (2):** Grievances regarding suspension or termination shall be submitted by the Union and the Employer within ten business days (10) 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 ten (10) days of the event giving rise to the grievance.
 - (c) **Step three (3):** 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 to be established in the manner provided in Article 8 of this Collective Agreement.
- 7.04** The parties may agree in writing to extend the time limits.
- 7.05** The time limits as prescribed in this Article are mandatory but may be modified by mutual agreement of the parties acting reasonably, in writing. If a grievance is not advanced to the next stage under steps one, two or three within the time limits prescribed above, or by mutual agreement of the parties acting reasonably, then the grievance shall be deemed to be withdrawn.

7.06 Sunset Period:

Where an employee receives a documented verbal or written warning (other than for workplace violence or sexual harassment) and receives no further discipline for a period of eighteen (18) months from the date of the discipline, or the discipline is withdrawn by grievance or arbitration procedure, such discipline shall be removed from the employee's record and shall not be used in any subsequent disciplinary action.

ARTICLE 8 – Arbitration

- 8.01** No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure.
- 8.02** 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.
- 8.03** 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.
- 8.04** The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

ARTICLE 9 – Health and Safety

- 9.01** The Employer and the Union and the Employees agree to comply with the provisions of the *Workers' Compensation Board Health and Safety Regulations*.
- 9.02** The parties shall appoint health and safety representatives, which shall consist of one (1) representative elected or appointed by the Union and one (1) representative appointed by the Employer.
- 9.03** Health and safety meetings will be held on a regular basis, at least once per quarter, before or after store opening and will be considered paid time.

ARTICLE 10 – Scheduling

10.01 Shift Scheduling: Hours of work will be scheduled as follows:

- (a) First, to full-time employees, by seniority, within their classification to a maximum of eight (8) hours per day (unless the Employer requests, and employee agrees, to a longer shift), provided they have the qualifications, ability, are available to perform the work required.
- (b) Second, to part-time employees, by seniority, within their classification to a maximum of eight (8) hours per day (unless the Employer requests, and

employee agrees, to a longer shift), provided they have the qualifications, ability, are available to perform the work required.

- (c) Additional hours of work required by the Employer shall be scheduled in accordance with (a) or (b) above with the provision that the Employer may do so in a manner to avoid overtime payments.
- (d) The Employer will schedule two (2) employees from 9:00am to close on all days of the week.
- (e) The Employer will schedule one (1) additional employee from 11:00am to 7:00pm on Fridays and Saturdays, subject to employee availability.

10.02 Hours of Availability and Designated Days Off (part-time employees):

Part-time employees will **provide** the Employer with their hours of availability, in writing, at the commencement of employment in the form required by the Employer ("**Commitment of Availability Form**"). All shifts will be scheduled subject to the Commitment of Availability Form and the Employer's policies, procedures, and operational needs. For clarity, nothing herein shall constitute a guarantee of the hours of work per day or per week, or a guarantee of work.

An employee Commitment of Availability may be changed by mutual agreement of the Employer and employee, in writing. An employee who seeks to change their availability on the Commitment of Availability Form will provide the Employer with their newly requested hours of availability to the Employer for approval at least twenty-eight (28) days prior to the effective date of change. Late submissions may be considered, at the Employer's sole discretion, where the employee provides reasonable explanation for the delay. A requested change to an employee's Commitment of Availability form will not be unreasonably denied provided the Store's operational needs are met.

10.03 Absences: Employees are expected to attend work regularly. When unable to attend, the employee must notify the Store manager by the Store manager's email, as soon as possible and in any event at least four (4) hours prior to the commencement of the scheduled shift of the employee, whenever possible, giving the reason why the employee is unable to attend, when they expect to return to work and how their manager can call them relative to their absence. If the employee is unable to contact their Store manager by email, the employee is expected to take all reasonable steps to notify the manager of their absence including, without limitation, calling the store phone line/Store manager.

10.04 Recording Hours of Work: The Employer will provide a sign-in system to enable employees to record their hours of work for payroll purposes. Employees will record the time they start and finish each shift through the sign-in system, and in accordance with Employer's policies and procedures.

10.05 Employee Classification: Full-time (FT) employees will be scheduled to work between thirty-two (32) and forty (40) hours per week, based on the operational needs of the Employer.

Part-time (PT) employees will be those employees scheduled for less than thirty-two (32) hours, based on the operational needs of the Employer.

10.06 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, provided it does not result in overtime and subject to the following procedure:

- (a) If the manager determines additional staff are necessary, they shall first offer the opportunity via phone call in order of seniority to staff not scheduled to work on the day provided, so long as the employee has proper qualifications, ability and availability to do so.
- (b) Failing contact via phone, the manager may send an email to all Store staff who have the proper qualifications, ability and availability, to notify of same. The Employer shall provide the shift on a first come, first serve basis provided that if scheduling is permitted under hours of work legislation and the employer will not incur overtime premiums, if possible.
- (c) Call-in shifts are to be accepted or denied at the sole discretion of the employee.
- (d) In the event that no qualified bargaining unit member responds within fifteen (15) minutes for the call-in shift of the email of who meet the criteria, in the preceding paragraphs the Employer may use a manager or designate for the shift in question.
- (e) Where a call-in would result in overtime hours, or hours worked contrary to Section 36 (Hours Free from Work) of the BC *Employment Standards Act*, as amended from time-to-time, the Employer is permitted to move down the seniority list.

Employees accepting a call-in, in advance of a scheduled shift, are to be paid the greater of two (2) hours or the actual hours worked.

10.07 Interval Between Shifts: Except in cases of emergency, there shall be an interval of not less than eight (8) 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 eight (8) 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.

10.08 Meal and Rest Break(s): Employees will be entitled to the following breaks:

Hours Worked	Break Entitlement
Any employee that works more than five (5) hours in a day	One (1) thirty (30) minute unpaid meal
An employee that works more than eight (8) hours in a day	break One (1) fifteen (15) minute paid break

Breaks will be scheduled by the Employer during a regularly scheduled shift, subject to operational needs.

All breaks are to be uninterrupted. Where a break is interrupted, the employee is entitled to a subsequent replacement break period to be scheduled at mutually agreeable time.

It is understood that a store manager, or designate, may cover the duties and responsibilities of an employee on break or absent to ensure compliance with any applicable federal or provincial cannabis legislation for minimum staffing levels including, without limitation, the BC *Cannabis Control and Licensing Act* and *Cannabis Licensing Regulation*, as amended from time-to-time.

10.09 Overtime Pay: Overtime Pay will be subject to the BC *Employment Standards Act*, as amended from time-to-time.

10.10 Minimum Hours: When an employer is ordered to report to work on any day, they shall be paid the greater of three (3) hours or the actual number of hours worked.

10.11 Shift Cancellation: In the event of a shift cancellation, the Employer will endeavor to provide a minimum of twenty-four (24) hours' notice to the employee, wherever possible. Where the **Employer** provides less than twenty-four (24) hours' notice, the Employer will pay the affected employee three (3) hours of pay at their regular rate of pay. The parties agree that this provision does not apply to shift cancellations of less than twenty-four (24) hours caused by a condition including, without limitation, extreme weather, natural disaster, pandemic, act of war or terrorism, riot, governmental action, internet disturbance and other circumstances that are beyond the Employer's reasonable control.

10.12 The Employer will endeavor to post the work schedule in the Store on Wednesday for the succeeding week.

ARTICLE 11 – Vacation

11.01 Vacation Entitlement: Vacation entitlement shall be granted by the Employer in accordance with the BC *Employment Standards Act*, as amended from time-to-time.

11.02 Vacation Pay: Vacation pay shall be granted by the Employer in accordance with the BC *Employment Standards Act*, as amended from time-to-time.

11.03 Vacation Request Approval: Annual Vacation requests are to be submitted by March 1st of each year. All requests received by this date will be considered on a seniority basis. All vacation requests received after March 1st, will be considered on a first come, first accommodated basis. All vacation requests are approved or denied at the sole discretion of the Employer, acting reasonably and subject to its operational needs.

11.04 Vacation Blackouts: Employees will not be able to schedule vacation during the following dates:

- (a) Boxing Day and the ten (10) days prior; and
- (b) April 20th and the ten (10) days prior.

Should any vacation time be made available during the above times, those vacation slots shall be offered by seniority.

ARTICLE 12 - Statutory Holidays

12.01 Statutory Holiday Pay: Statutory holiday pay will be subject to the BC *Employment Standards Act*, as amended from time-to-time.

12.02 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, National Day for Truth and Reconciliation.

ARTICLE 13 – Seniority

13.01 Full-Time Shift Lead: Subject to employee availability, the Employer shall maintain a minimum of two (2) full time Shift Lead positions (the “Full-Time Shift Leads”) scheduled for 40 hours per week, subject to the following conditions:

- (a) The Full-Time Shift Leads will be scheduled for a minimum of five (5) days per week, subject to the Employer's policies, procedures, operational needs and any restrictions in the Collective Agreement.
- (b) The Full-Time Shift Leads must be available Monday to Sunday 8:00am to 11:30pm.
- (c) In the event a Full-Time Shift Lead is unable to work any of their scheduled shifts, they will give as much notice as possible, and the Full-Time Shift Lead will endeavour to provide at least one (1) week of notice. Notice must be provided in writing.

- (d) Where a Full-Time Shift Lead is unable to work the 40 hours per week, such hours may be distributed to other employees, at the sole discretion of the Employer in accordance with the Collective Agreement.
- (e) In order to meet its commitments, it is understood that the Employer has flexibility in scheduling shift hours for the Full-Time Shift Leads (including number of hours in the shift and the shift start and end times) subject to any restrictions in the Collective Agreement.

Part-Time and Full-Time Employees: Sales Associates will be considered part-time positions. Shift Leads will be considered part-time or full-time positions. For clarity, the Employer is under no obligation to maintain a specific number of part or full time roles at the Store. Number of positions will fluctuate based on the Employer's needs, except for the two (2) Full-Time Shift Lead positions as required under Article 13.01.

13.02 Seniority Lists: Upon request, the Employer will provide the Union with seniority lists of all employees at the Store up to once per year.

13.03 Employees shall continue to accrue seniority if they are on an approved absence from work because of sickness, disability, accident, lay-off (subject to Article 13.04) or other approved leave under this Collective Agreement. For clarity, seniority will not accrue while an employee:

- (a) uses an approved leave of absence for reasons other than those specified to the Employer; or
- (b) is absent without leave or on an unapproved leave of absence.

13.04 Length of Service: Length of service, for the purposes of seniority, will be determined by the employee's period of employment from the most recent date of hire, excluding any period(s) of layoff of more than six (6) months, and shall be deemed to be continuous during any statutory or approved leave of absence.

Seniority will be lost if an employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for cause;
- (c) is absent from work for more than three (3) consecutive working days without prior notification to the Employer or fails to give the Employer a satisfactory reason for not reporting to work;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate, if so requested, from a medical practitioner verifying such absence to the Employer's satisfaction;
- (e) following a layoff, fails to report to work for a period of more than ten (10) days after being recalled by telephone, email, or post;

- (f) fails to immediately return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause; or
- (g) is on continuous layoff for six (6) months or more.

Upon request, the Employer will forward an annual list of all bargaining unit employees', along with their names and addresses to the Union office.

13.05 Probationary Period: All new hire employees will be subject to a ninety (90) day probationary period. The Employer may extend the probationary period at its sole discretion, acting reasonably. 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.

13.06 Part-Time and Full-Time:

- (a) A part-time employee cannot use seniority for the purpose of displacing a full-time employee.
- (b) Full-time employees who become part-time employees shall carry full seniority to the part-time seniority list and vice versa.

13.07 Layoff and recall shall be based on seniority.

ARTICLE 14 – Hiring

14.01 Hiring: The Employer will ensure that all job vacancies will be posted internally for a period of three (3) days while being posted externally. When filling posted vacancies, qualifications, experience, skill, ability to perform the work set out in the job posting, and discipline records shall be the Employer's primary considerations. When these factors are equal among qualified applicants for the position, the qualified applicant with the most seniority shall receive preference.

14.02 Condition of Employment: All employees covered by this Agreement must, as a condition of employment, possess and maintain their "Selling It Right" certification and any other provincial or federal certification or requirement necessary to sell cannabis in B.C. and Canada.

ARTICLE 15 – Leaves

15.01 General Leave Provision: Employees are entitled to all job protected leaves as provided by the BC *Employment Standards Act*, Part 6, as amended from time-to-time.

15.02 Personal Leave: Employees may be entitled up to ten (10) days of unpaid leave per calendar year for good and sufficient cause, granted at the discretion of the Employer provided that the absence of the employee will not unreasonably interrupt the operations of the Store. The granting of the leave of absence will be determined on a case-by-case basis, considering the urgency of the reason for the request, the conditions existing in the Store at the time or any other reason. The employee shall make a request under this section with as much notice as possible, in writing, and the Employer's answer will be in writing no more than one (1) week from such request. Such approval shall not be unreasonably denied.

15.03 Union Convention Leave: The Employer may grant a leave for up to one (1) employee to attend Union conventions or educational sessions. Notice under this article will be given at least three (3) weeks in advance and all such leaves shall not exceed five (5) working days per calendar year.

The Employer will pay an employee on leave under this article for up to eight (8) hours wages for each day of leave under this article on the condition that the Union will, within ten (10) business days of the Employer invoicing the Union, reimburse the Employer for any and all wages paid to the employee and, if applicable, any dental and contributions made on the employee's behalf during leave under this article.

15.04 Education Leave: Any employee required by the Employer to take an educational course shall have:

- (a) The fee for the course paid by the Employer;
- (b) If attendance is during the working hours, the time spent at the course shall be paid for at the rates and conditions provided under this Collective Agreement as though such employee were at work.
- (c) If the course requires travel, the Employer will provide appropriate money or transportation fees to the employee.

15.05 Bereavement Leave: In addition to any leaves under Article 15.01, an employee is entitled to up to two (2) days of paid leave per calendar year on the death of the employee's "immediate family", as that term is defined in the BC *Employment Standards Act*, Part 6, as amended from time to time.

ARTICLE 16 – Miscellaneous

16.01 Union Board: The Employer will provide a dedicated space, which may be part of a larger Employer board, for the use of the Union to be posted in a staff-accessible location (the "**Union Board**"). Shop Stewards or Union Representatives shall be

the only authorized people to post material on the Union Board. The Employer will endeavour to ensure that the Union Board is clearly separated from any Employer space.

In the event the Employer has concerns related to content on the Union Board, the parties shall have a good faith discussion related to the concerns. The Union will not unreasonably deny taking down the impugned material.

- 16.02 Clothing:** The Employer shall furnish employees with two (2) Employer branded aprons and shall replace the same upon damage due to normal wear and tear. Employee shall launder and maintain company and supplier clothing in a reasonable manner.
- 16.03 Pay Cheque Error:** Should any error occur in a pay cheque, attributable to the Employer, the Employer agrees to correct the error no later than the pay period immediately following the pay period in which it is discovered. In the event that the error is greater than \$100 the correction shall be made within five (5) business days of discovery.
- 16.04 Independent Medical Examination:** If an employee is required by the Employer to take an independent medical examination (IME) at a physician chosen by the Employer, including any associated medical tests or x-rays, the IME shall be at the expense of the Employer. Should the Employer require the Employee to have their medical practitioner fill out a form prepared by the Employer for the purpose of the IME, the Employer shall pay 100% of the cost of the form to a maximum of \$50. Such amount shall be payable within two weeks of providing the invoice to the Employer. For clarity, a regular physician's note to substantiate absences from work apart from the IME is not included in this clause.
- 16.05 Correspondence:** The Employer shall provide the Union, through its Union Representative, with a copy of new or amended Employer policies applicable of the bargaining unit unless otherwise specified. If the Union has any issues with the content of the Employer's policies, the Union Representative will address these issues directly with Human Resources.
- 16.06 Employee Discounts:** The Employer agrees it will not amend the discount policy for the duration of this Collective Agreement, subject to legislative changes.
- 16.07 Tipping:** Employees may accept cash tips from customers, subject to the following:
- (a) tips/gratuities received by employees are limited to cash-only;
 - (b) employees must put all tips/gratuities received by customers immediately into a tipping vessel in a location designated by the Employer;
 - (c) all tips/gratuities must be received by employees in a way that is clearly visible to a security camera in the Store;

- (d) tips/gratuities earned by employees during the day will be divided and distributed among employees based on the hours each employee worked that day; and
- (e) if the British Columbia *Cannabis Control and Licensing Act*, its regulations, or any other legislation or regulation in British Columbia prohibits or regulates tipping/gratuities, this provision will be subject to that legislation or regulation.

ARTICLE 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 2 years and thereafter in accordance with this Article.
- 17.02 Notice to Bargain:** This Collective 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 Collective 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 Collective Agreement.
- 17.03 Change in Agreement:** This Collective Agreement may be changed at any time during the life of this Collective Agreement by written mutual agreement of the parties.
- 17.04 Effective Date of Agreement:** The provisions of this Collective Agreement shall come into force and effect on the date of ratification of this Collective Agreement.
- 17.05 Exclusion of Operations:** The parties agree to exclude the operation of Section 50(2) of the B.C. *Labour Relations Code* and any subsequent equivalent legislation.

Section 18 - Group Health and Medical Plans

18.01 Group Health and Medical Plans

- (a) The Employer shall provide eligible employees (in accordance with the terms of the group health and medical plans as amended from time to time by the Employer) access to group health and medical plans.
- (b) The Employer reserves the right to manage and change the details of all group health and medical benefit plans, including providers, apportionment of the percentage of premium costs as between the Employer and Employee for any of the foregoing plans, termination of group health and medical benefit plans/benefits, and any constituent element. The Employer shall provide the Union with sixty (60) days of notice of any substantial change to the foregoing group health and medical benefit plans.

- (c) Both the Employer and eligible employees will bear their apportioned percentage of the premium costs of the group health and medical benefit plans as amended from time to time by the Employer.
- (d) No dispute arising under or related to group health and medical benefit plans will be subject to the grievance and arbitration procedures.

SIGNED THIS _____ DAY OF _____, _____.

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



Patrick Johnson, President

**FOR THE EMPLOYER
CANNA CABANA INC.**



Appendix “A” – Wage Grid

Appendix “A” (Wage Scale)

Step	Effective Date	Sales Associate	Shift Lead
1	Starting Wage	\$17.50	\$19.00
2	After ninety (90) days continuous service	\$17.75	\$19.50
3	If an employee has completed one (1) year of continuous service	\$18.05	\$20.20
4	If an employee has completed two (2) years of continuous service	\$18.60	\$20.80

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