**MEMORANDUM OF AGREEMENT**

March 20, 2024

**BETWEEN:**

United Food & Commercial Workers, Local 1518 (the “Union”)

**AND:**

The Original Farm Ltd. (the “Employer”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Changes to the current Collective Agreement are identified as follows:***

* ***deletions are shown by a strikethrough***
* ***additions are shown by bold***
* ***Replacement and new language identified***

**\*Subject to errors and omissions**

**\*The parties retain the right to amend and revise proposals subject to the doctrine of good faith**

**\*The parties agree to recommend this Memorandum of Agreement to their respective parties for ratification.**

*UP#1 – Union Shop, S. 2.01 – AMEND*

**Union Shop**: Employees within the scope of the bargaining unit will be required to join the Union. The Employer will require new employees to sign a dues check-off form and **complete the online** Union membership application **within two (2) weeks of the date of employment commencement.**

*UP#2 – First Contract, s. 5.05 – DELETE*

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

*UP#5 – Access to Full Employment, s. 6.16 – AMEND*

**Access to Full Employment**: Employees may receive up to forty (40) hours per scheduled week and will be maximized based on their availability, subject to seniority and classification by store. Where additional hours become available, those hours will be offered subject to availability, seniority and classification by store.

**Employees may capture hours of work in other classifications, provided they meet the following criteria:**

1. **They have maximised their available hours within their own classification;**
2. **They have the qualifications, experience, skill and ability to perform the work in another classification; and**
3. **There are hours available in another classification after all employees in that classification have maximized their available hours**

**Employees who capture hours in another classification will be paid the corresponding rate for that classification, based on their experience hours.**

*EP#1 – Vacation, s. 9.01 – AMEND*

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | All employees begin accumulating vacation hours on their date of hire. Employees' vacation pay accrual will be based on a percentage of earnings in accordance with the following scale:

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

Any employee, at their discretion, must be permitted to take at least one (1) week of consecutive paid vacation days per year. The remainder of vacation days may be taken in single-day allotments or in any consecutive order. Requests to book vacation in a continuous block will not be unreasonably denied.Employees are encouraged to use their vacation entitlement in the year in which it is earned. Unused vacation entitlement may be carried over for one (1) year.~~All vacation requests received during a calendar year will be considered on a first come, first accommodated basis.~~ **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.** If multiple employees request vacation on the same dates and the store needs cannot accommodate all requests, the senior employee shall be granted vacation first**, subject to management approval and any employee vacations already approved.**When Annual Vacation requests are made on a date that a previous employee has already booked off**,** the vacation request must be approved by management.No vacation requests will be unreasonably denied. Where the Employer denies the vacation of an employee, the Employer will provide a written (email) statement outlining the reason(s) for the denial. Vacation requests are to be made within four (4) weeks prior to the work schedule being posted within which the first date of the requested vacation period falls. Employees will be notified of the status of their vacation request within seven (7) business days of providing the request to management.Vacation pay will accrue for all employees. Vacation pay will be paid for the pay period in which the employee requests it. Upon employee request vacation pay will be paid on regular paycheques and unpaid at time of vacation.Clarification Note:Employer reserves the right to schedule employee vacations in accordance with the *Employment Standards Act* and subject to operational needs in accordance with its management rights. |

*UP#6 – Sick Days, s. 10.04 - AMEND*

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

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

*UP#8 – Cannabis Education, s. 12.01 – AMEND*

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

**Participation in a third-party cannabis education program shall be voluntary for Back of House Employees.**

All class hours, spent by employees who participate in third party cannabis education training program are to be paid at the employee’s regular hourly rate of pay. Class hours will not count towards overtime accumulation. Employees will accrue seniority for class hours.

Where possible hours for completion of the program will be done during regularly scheduled shifts, subject to customer priority.

*UP#9 – Chairs, s. 13.10, AMEND*

**Chairs and Matts**: The Employer will provide chairs for employee use on shift, for employees working in back of house. **The Employer will provide and maintain compression matts for each station.**

*UP#10 – Customer Behaviour / Harassment, s. 13.14 – AMEND*

**Customer Behaviour / Harassment**: An employee who witnesses or experiences a customer not observing the guidelines of safety, respect, or any other reasonable measure, shall report the matter to the Store Manager, Assistant Store Manager or their designate for immediate handling. Only the Store Manager, Assistant Store Manager or their designate may refuse the customer service or prohibit the customer from re-entering the place of work. Any incident involving refusal of service will be **recorded in writing in the incident log and** brought to the Health and Safety Committee for review and remedy.

*UP#11 – Transferring Positions or Stores, s. 17.04 - AMEND*

**Transferring Positions or Stores**: **Employees may be scheduled in advance under section 6.04 to work at multiple unionized locations subject to mutual agreement between the employee and Employer. Employees retain the right to be scheduled in advance under section 6.04 exclusively in the store that they were hired into.**

**The Employer is entitled to temporarily transfer an employee to another position or another store in instances of an emergency or to cover for sudden employee absences. The Employer will pay for the transportation of an employee or additional cost to the employee from their home store to the other location.**

Employees retain the right to apply for new job postings at any unionized locations in accordance with Section 17.01 [Internal Hiring].

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

*UP#13 – Wage increases in Excess, s. 19.02 – AMEND*

**Wage Increases:** The Employer may provide wages and rate increases in excess of the wage rates contained in Appendix “A” based on performance, merit and other factors as long as it is not done in an arbitrary or capricious manner. The Employer will notify the Union ten (10) days in advance of any such increase.

*UP#15 – Call-In Shift Premium, s. 19.11 - AMEND*

**Call-In Shift Premium**: Employees who attend to work a Call-In Shift, subject to Section 6.05 (Call-In Shifts), will be paid a ~~$0.50~~ **one dollar ($1.00)** per hour premium for hours of work during the Call-In Shift. For employee absences where a Call-In is required for an employee absence that exceeds one shift, the call-In premium and minimum daily pay in accordance with this Agreement will only be paid for the first scheduled shift. Thereafter Section 6.11 (Shift Changes) shall apply.

*UP#16 – Store Discount, s. 20.01 – AMEND*

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

**Samples received from a licensed producer cannabis representative(s) will be distributed to the employees in accordance with the Employer’s Policies and Procedures.**

**The Employer will implement a sample distribution policy within sixty (60) days of ratification.**

**The policy will allow for the fair distribution of samples to employees that may be received from licensed producer cannabis representative(s). The policy will also include reference to timely distributions of samples.**

*UP#17 – Dress Code and Uniform Policy, s. 20.06 - AMEND*

**Dress Code and Uniform Policy**: Employees are permitted to wear personal clothing to work in accordance with the Employer’s dress code policy, provided that garments are clean and in good repair.

Employees will wear Original Farm branded clothing in appropriate sizing provided by the Employer. **The Employer agrees to provide a minimum of three (3) shirts and one (1) hoodie to each employee.** Employees will receive $0.07 per hour of work toward the cost of cleaning uniforms and the Employer will reflect the amount paid on bi-weekly paystubs.

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

*UP#18 – Expiration and Renewal, s. 21.06 – AMEND*

**Expiration and Renewal**: The provisions of this Agreement shall be binding and remain in full force and effect from **November 10, 2023** – **November 11, 2025** ~~the Date of Ratification for a period of one (1)~~ **~~two (2)~~** ~~year~~**~~s~~** and thereafter in accordance with this Section.

*UP#19 – Wage Grid - AMEND*

**\*The Wage Grid will be amended to reflect a four percent (4%) increase in year one (1) for all classifications and in all wage bands, effective November 11, 2023**

**\*\*The Wage Grid will be amended to reflect a two and a half percent (2.5%) increase in year two (2) for all classifications and in all wage bands, effective November 11, 2024.**

**\*\*\*Add list of classifications under wage scale as follows:**

1. **Budtender**
2. **BOH Inventory Associate**
3. **FOH Keyholder**
4. **BOH Keyholder**
5. **FOH Supervisor**
6. **BOH Inventory (Supervisor)**

**Wage columns to be included will be as follows:**

1. **Budtender/BOH Inventory Associate**
2. **Keyholder (FOH/BOH)**
3. **Supervisor (FOH/BOH)**

**All wage increases effective first Sunday after Ratification (SAR). Wage increases will be paid retroactive to date of expiry.**

*UP#20 – Vision Coverage, LOU#1 - DELETE and move language below to section 11.01 of the collective agreement.*

**Vision coverage will include, up to two hundred ($200) dollars every twenty-four (24) months for all employees eligible to participate in the Employer’s benefits program. The Employer will pay fifty percent (50%) of the monthly premium costs for such vision coverage.**

SIGNATURES:

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Michael Supowitz, Employer, The Original Farm ltd. Date: March 20, 2024



Stephen Portman, Lead Negotiator, UFCW 1518 Date: March 20, 2024

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Tabitha Lu, Union Member, The Original Farm Committee – Downtown Date: March 20, 2024

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Kyla Lavoie, Union Member, The Original Farm Committee – Hillside Date: March 20, 2024