

COLLECTIVE AGREEMENT

Between

FIREWEED CANNABIS LTD.

And

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 1518**

October 26, 2023 to October 25, 2026

Ratified by member vote: October 26, 2023



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BETWEEN: **FIREWEED CANNABIS LTD. dba FIREWEED CANNABIS** for
the location at 4645 10 Ave, Hwy 16, New Hazelton, BC V0J 2J0

(hereinafter 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:

Article #1 – Bargaining Agency

1. Union Recognition: Union Recognition: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Rural Leaf Ltd that work at the Fireweed Cannabis Ltd cannabis store located in New Hazelton, BC located at the present and future retail establishments with respect to rates of pay, wages and all other conditions of employment set out in this agreement, except for those excluded by the Labour Relations Code of British Columbia, and the following:

- a) One (1) manager
- b) One (1) supervisor* (see letter of understanding #1)

Article #2 – Union Shop

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

The Employer agrees to provide the Union in writing with the name, address, phone number and email address of each employee in the bargaining unit along with the employee's date of hire

within four (4) weeks of commencement of employment. 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. 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.

Article #3 – Jurisdiction

1. Job Security Clause: With the exception of excluded personnel listed in Article #1 of this Agreement, all work in the handling and selling of merchandise in the retail store of the Employer shall be performed only by employees of the bargaining unit who are members of UFCW Local 1518.

The parties agree to meet to discuss any additional third-party services that will impact existing employees' hours of work prior to those services being put in place.

No bargaining unit employee employed at ratification 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 workplace of the Employer.

Article #4 – Management Rights

1. 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.

Article #5 – Scheduling

1. Scheduling: The Manager will prepare the schedule on a monthly basis. Subsequent draft monthly schedules will be posted by the 15th and finalized on the 20th of each month. Staff

will be scheduled for between 4 and 8 hour shifts. No staff member has a permanent schedule and therefore each staff member is responsible for checking the schedule regularly. If schedules are altered, staff will be given a minimum of 48 hours notice.

The Manager will make every effort to accommodate staff in scheduling. Please inform your Manager of any accommodations needed prior to the 15th of the month. Once the schedule is posted, it is the responsibility of each individual staff member to have any shifts covered by getting authorization by a manager and confirmed by both parties. The Manager will update the posted schedule. Managers will fill schedules based off seniority. The schedule shall show the regular starting time and finishing time for each employee.

2. Requesting time off: Employees are permitted to request time off or alter hours of work for personal reasons. Requests are to be in writing and employees are to exercise best efforts to provide such a request seventy-two (72) hours in advance of the scheduled shift.

Requests for time off are to be approved subject to business needs and are not to be unreasonably denied.

Sick Notice: A minimum of 2 hours sick notice to their manager is required. Best practice regarding sick notice is that employees provide 12 hours notice to their Manager if possible.

3. 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.

4. 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.

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

6. Hours of Availability & Designated Day Off: Employees will complete an Hours of Availability form at the commencement of employment.

All shifts will be scheduled subject to the Hours of Availability form.

Employee Hours of Availability may be changed by mutual agreement of Management and the employee. An employee who seeks to change their availability will provide a new Hours of Availability form to Management for approval at least twenty-eight (28) days prior to the effective

date of change. Late submissions will be considered where the employee provides a reasonable explanation for the delay.

A change in availability request will not be unreasonably denied. Management will make all reasonable efforts to grant an employee's desired day off. Where Management is unable to grant an employee's desired day off, they will provide the reasons to the employee in writing.

7. Payroll Periods: Employees will be paid on a Bi-Weekly basis. Employees will receive their pay every other Thursday.

Article #6 – Seniority

1. Seniority: Seniority shall be determined by shop and is defined as the number of paid hours 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.

2. 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 location 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.

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 two (2) 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.

3. 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.

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.

Article #7 – Health and Safety

1. Health and Safety Committee: The Employer agrees to maintain a Joint Health and Safety Committee for each shop. 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 shop'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.

2. Safety Supplies: All safety clothing and personal protective equipment required by the Employer or by WorkSafe BC (WCB) shall be provided for and maintained by the Employer. The Employer will maintain a sufficient amount of disinfectant, face masks, and other needed supplies, to be used in the event of a Provincially Declared Health Emergency, where available. Safety clothing and personal protective equipment (PPE) provided by the Employer are the sole property of the Employer. It is the responsibility of the employee to use all necessary PPE provided by the Employer, while at work.

Article #8 – Duty to Accommodate

1. Duty to Accommodate: The Employer agrees to consult the Union on accommodation matters where a difference arises affecting an employee's ability or inability to work, and/or where proposed accommodation may affect other bargaining unit members or the interpretation,

application or operation of the terms and provisions of this Agreement.

Article #9 – Harassment/Discrimination

1. 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 shop manager.

2. 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*.

Article #10 – Union Related Business, Shop Steward Recognition, Joint Labour Management

1. 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 with the exception of collective bargaining then not more than two (2) employees shall be absent.
- (b) The Union shall notify the Employer at least four (4) weeks in advance of the commencement of all such leaves of absence.

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

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

The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a Union approved leave of absence of up to fourteen (14) days.

2. Shop Visits of Union Representatives: Duly authorized Representatives of the Union shall be entitled to visit the worksite for the purpose of observing working conditions, interviewing members, unsigned employees and checking work schedules and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative shall notify the Store Manager of their attendance on site.

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 shop visits will comply with Worker Security Verification requirements.

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

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

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

When a Shop Steward is investigating a grievance or a complaint on Employer time, the

Steward must first obtain permission from their immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

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

4. 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.

5. 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.

6. Joint Labour Management: It is agreed that Joint Labour Management meetings will be held on a monthly basis, during a regularly scheduled shift and will be considered paid time.

The purpose of these meetings is to promote a harmonious relationship between management and employees, to raise and solve issues at store level and the expectation is for a good faith discussion related to matters in the workplace. The meetings will not be used to discuss individual issues, those will be discussed between the Shop Steward and management in a private setting.

The taking of meeting minutes will be done by the Employer. Minutes are to be kept by the Employer and provided to the Union upon request.

Article #11 – Grievance Procedure and Arbitration

1. 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.

2. 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.

Article #12 – Miscellaneous

1. 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.

2. Uniform/Dress code: Rural leaf does not require employees to wear uniforms.

Employees are permitted to wear personal clothing provided that garments are clean and in good repair. They are required to maintain adequate personal hygiene.

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

4. 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.

5. 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.

Article #13 Overtime & Statutory Holidays

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

2. Statutory Holiday Pay: Employees are entitled to statutory holiday pay if they qualify. In order to qualify for statutory holiday pay, employees must:

- a) have been employed for 30 calendar [1] days
- b) have worked or earned wages (like paid vacation days or another statutory holiday) on 15 of the 30 days before a statutory holiday.

3. Day off on Statutory Holiday: Employees will be paid an average day's pay for a regular or scheduled day off that falls on a statutory holiday.

Calculating Average Day's Pay: Total wage ÷ number days worked = statutory holiday pay

Calculations are based on days worked during the 30 calendar days before the statutory holiday. All wages are included except overtime.

Total wages include:

Regular wages, salary, commission, statutory holiday pay, paid vacation, and paid sick days required by employment standards.

Number of days worked are any days when wages are earned including:

Paid vacation days, other paid statutory holidays, and paid sick days required by employment standards.

4. Working on Statutory Holiday: Employees working on a statutory holiday are an average day's pay plus one and a half times their regular pay worked on a statutory holiday. Employees are paid double-time for hours worked over 12 hours.

5. Statutory Holiday Dates:

New Year's Day (January)

Family Day (February)

Good Friday (April)

Victoria Day (May)

Canada Day (July)

British Columbia Day (August)

Labour Day (September)

National Day for Truth and Reconciliation (September)

Thanksgiving (October)

Remembrance Day (November)

Christmas Day (December)

Article #14 Vacations

1. Requesting Vacation Time: All vacation requests received will be considered on a first come, first accommodated basis.

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

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

Vacation requests are to be made within four (4) weeks prior to the work schedule being posted within which the first date of the requested vacation period falls. All vacation requests are to be submitted in writing. Employees will be notified of the status of their vacation request within seven (7) days of providing the request to management. Subject to store needs, vacation may be taken in single-day allotments.

Requests to book vacation in a continuous block will not be unreasonably denied.

Employees are encouraged to use their entire vacation entitlement in each calendar year in which it is earned.

2. Vacation Days: Staff are eligible for 3 vacation days per year in addition to the 4% vacation pay that they receive on their checks every pay period. These days are available to the staff upon completion of their 90-day probationary period and are renewed annually on their hire date with no carry over. When an employee uses their paid vacation days, it is tracked by their manager, and they are paid as if they went to work.

3. Vacations with Pay: All staff begin accumulating vacation hours on their date of hire. Employee vacation pay accrual will be based on 4% earnings and is paid out by per pay period. Additionally, employees receive 3 paid vacation days per year and these days reset to zero each year.

Article #15 Premiums, Profit Sharing, Benefits & Discounts

1. Training Premium: Employees who are scheduled to train new employees receive a premium of \$0.50 per hour for all scheduled training shifts. This premium does not apply to supervisors or managers.

2. Tipping: All tips, whether received as a percentage of a customer purchase on a POS system or as cash into a Tip Jar will be placed into an employee-controlled Tip Pool. Tips received during a regularly scheduled shift are to be split evenly between scheduled employees on a per hour of work basis. All tips will be paid to each employee by the end of a scheduled shift.

3. Discounts: All employees are entitled to a thirty (30)%* discount on cannabis products and 50% on accessories purchased at any stores owned by Rural Leaf up to a maximum of \$500 per month.

**30% discount on cannabis products unless that reduces the price to below its wholesale cost from the LDB in which case it will be sold at wholesale price + 10%.*

4. Profit Sharing

Budtenders: The current percentage of the net profits from the store a budtender works at will be shared with all staff (Budtenders, Supervisor, Manager). Bonus Pay is based on hours worked, Inventory KPI, Cash Management KPI and total of the store's sales where the budtender works. This bonus will be paid out quarterly in the paycheque following the end of the quarter. The current percentages are: 1% of gross profits shared among all staff (including supervisor and manager) based on hours worked.

Supervisors: The supervisor will also receive an extra 0.5% of gross profits.

The Supervisor bonus is based on: hours worked, Inventory KPI, Cash Management KPI and total of the supervisors store's sales where that supervisor works. This bonus will be paid out quarterly in the paycheque following the end of the quarter. *This section can be removed pending decision from the supervisor regarding exemption.*

5. **Sick Days:** Full-time employees who have completed their 90-day probation periods are eligible for 3 days paid vacation days and 3 unpaid bereavement days. When an employee uses their bereavement days, it is tracked by their manager.

Employees are also eligible for 5 paid sick days that are not subject to their completion of the 90-day probationary period. Vacation and sick days are reset at the anniversary of an employee's hire date. If the employee is sick more than 5 days a year, they can still take sick days but their wage won't be covered for those additional sick days. When an employee uses their paid sick days, it is tracked by their manager and they are paid as if they went to work.

6. **Employee Classification:** Full-time (FT) employees will be scheduled to work between thirty (30) and forty (40) hours per week.

Part-time (PT) employees will be those employees scheduled for twenty-nine (29) hours or less.

Article #16 Skills Development

1. **Course reimbursement:** The Employer will reimburse all employees who have been continuously employed in excess of three (3) calendar months, for the full cost of all licensing required by law for the selling and dispensing of non-medical cannabis. This includes but is not limited to, "Selling it Right". The employee must submit their certificate before their start date and provide their purchase receipt to receive reimbursement.

2. **Ongoing Cannabis Skill Development:** Rural Leaf agrees to make best efforts on an annual basis to seek out training opportunities. Mandatory participation in all ongoing Cannabis Skill Development programming will be on paid time and is subject to all hour's accrual rights.

Article #17 Leaves of Absences

1. Leaves: 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) Reservists leave
- (h) Leave respecting the disappearance of a child
- (i) Leave respecting the death of a child
- (j) Leave respecting domestic or sexual violence
- (k) Bereavement leave
- (l) Jury duty leave

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

2. Funeral Leave/Bereavement Leave: An employee is entitled to up to three (3) days of 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 rescheduled 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.

3. 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.

4. Six (6) Week Leave of Absence: All employees are entitled to apply for an unpaid Leave of Absence of up to six (6) weeks in duration once per calendar year. Employees on such a Leave of Absence will accumulate seniority.

5. 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*.

6. 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*.

7. 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 for provided 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.

8. 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.

9. 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.

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

Article #18 Breaks

1. Meals and Rest Breaks: Employees shall be entitled to the following paid breaks:

- Shift of (5) hours or more - One (1) thirty (30) minute meal break
- Shift of (8) hours or more - One (1) thirty (30) minute meal break and one (1) fifteen (15) minute rest break * meal breaks and coffee breaks may be combined by mutual agreement
- Breaks are to be scheduled during a regularly scheduled shift, subject to operational needs and by mutual agreement of the employee and Employer.
- All breaks are to be uninterrupted. Where a break is interrupted, the employee is entitled to a subsequent replacement break period.
- Employees working a scheduled shift in a store where three (3) or more employees are scheduled are permitted at all times to leave the store during a break provided there are a minimum of two (2) employees remaining in the store.
- Employees working a scheduled shift in a store where two (2) employees are scheduled, are only permitted to leave the store with specific authorization given by the store manager or on duty manager.
- It is understood that Management may cover breaks to ensure compliance with municipal bylaws for minimum staffing levels.

Article #19 Wages

Each Step is 1000 hours

Sunday After Ratification	
Step	Rate
1	\$18.50
2	\$19.00
3	\$19.50
4	\$20.00
5	\$20.50
6	\$21.00
7	\$21.50
8	\$22.00
9	\$22.50
10	\$23.00
11	\$23.50

October 27, 2024	
Step	Rate
1	\$19.00
2	\$19.50
3	\$20.00
4	\$20.50
5	\$21.00
6	\$21.50
7	\$22.00
8	\$22.50
9	\$23.00
10	\$23.50
11	\$24.00

October 27, 2025	
Step	Rate
1	\$19.50
2	\$20.00
3	\$20.50
4	\$21.00
5	\$21.50
6	\$22.00
7	\$22.50
8	\$23.00
9	\$23.50
10	\$24.00
11	\$24.50

Supervisor to earn \$1.00 premium over base rate for each step.

Sunday after ratification members will move to the next higher rate of pay and carry any experience hours they have towards their next raise.

Article #20 – Expiration and Renewal

- Duration:** The provisions of this Agreement shall be binding and remain in full force and effect from **October 26, 2023 - 2023 to October 25, 2026** and thereafter in accordance with this Section.
- 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 Article #14 point #3 applies. (**Commencement of Bargaining**).
- 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.

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

5. **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.

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

7. **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 03 day of Nov 2023, Nov 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1518

FOR THE EMPLOYER
FIREWEED CANNABIS LTD.



Kim Novak, President

Alfred Schaefer

Alfred Schaefer

LETTER OF UNDERSTANDING #1

Re: Supervisor

Upon ratification the current unionized supervisor will have the option to remain a unionized member of the bargaining unit or can elect to be excluded from the bargaining unit. Any future vacancies will be excluded from the bargaining unit.

SIGNED THIS 26th day of , October, 2023.

**FOR THE UNION
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 1518**

**FOR THE EMPLOYER
FIREWEED CANNABIS LTD.**



Kim Novak, President

Alfred Schaefer

Alfred Schaefer

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