

**AGREEMENT**

**between**

**UFCW Union Local 324**

**and**

**Joe's 420 House**

**April 20<sup>th</sup>, 2020 – April 19, 2023**

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THIS AGREEMENT made and entered into this 20<sup>th</sup> day of April, 2020 by and between Joe's 420 House, hereinafter referred to as the "EMPLOYER" and or "Company" and UFCW LOCAL 324, of the United Food and Commercial Workers International Union, hereinafter referred to as the "UNION".

## ARTICLE I - RECOGNITION

A. The Employer agrees to recognize the Union as the sole Collective Bargaining Agent with respect to hours, wages, and working conditions of all full-time and regular part-time employees working at all locations of the Employer's facility(s) within the geographic jurisdiction of UFCW Local 324, regardless of corporate name.

B. Excluded from the Union are owners, and three (3) Business Manager(s) per facility. For each license type where the employer has hired at least one (1) employee for work associated with that license type, there is also one (1) separate exclusion. Vendors are excluded from the bargaining unit and cannot perform bargaining unit work.

When a facility has 20 or more employees, one (1) more exemption is added for a total of three (3). After the three (3) exemptions, the Employer is allowed one more exemption for every 10 additional employees.

C. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

D. The Union agrees to issue Union Shop Cards or window decals to the Employer under the rules governing Union Shop Cards as set forth by the United Food and Commercial Workers International Union. Such Union Shop Cards and decals are, and shall remain, the property of the United Food and Commercial Workers International Union; and the Employer agrees to surrender said Union Shop Cards or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union cards or decals are issued.

E. Whenever the Employer establishes a new cannabis facility (Retail, Manufacturing, Cultivation, Distribution), location within the geographical jurisdiction of the Union's Locals 135, 324, 770, 1167, 1428, 1442, or 8-GS, the Union and the Employer will sign a "Labor Peace Agreement" and all rights as to seniority and as to other provisions of this Agreement shall apply to employees in the new cannabis facility location within thirty (30) days of opening. Upon execution of the Labor Peace Agreement and recognition of the Union by employees at the new cannabis facility location, each new cannabis facility location shall become covered by this Agreement as the Employer under this Agreement.

## ARTICLE II - UNION SHOP AND CHECK-OFF

A. 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing and those who are not members on the date of execution of this Agreement, shall on the thirty-first (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall, on the thirty-first (31st) day following the beginning of such employment, become

and remain members in good standing in the Union.

2. Upon written notice from the Union that an employee is not in good standing, the Employer shall notify the employee to that effect. If, within five (5) days of such notice, the employee fails to re-establish such good standing, the Employer will terminate said employee.

B. When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant of his choice so long as he does not discriminate.

C. The Employer will deduct from the wages of each regular employee and submit to the Union, the Union membership dues, initiation fees and voluntary political action contributions of each employee who individually and voluntarily authorized the Employer, in writing to make such deduction.

D. The Employer shall notify the Union of all new hires and terminations within fifteen (15) days of the hire or termination. The notice of new hires shall include the employee's name, hire date, home address, social security number, classification, work location, and starting rate of pay.

### ARTICLE III – PROBATIONARY PERIOD

A. All employees shall be regarded as probationary employees for the ninety (90) days of employment.

B. Regular part-time employees, defined as working less than thirty (30) hours per week, shall be covered by all the conditions set forth in the Agreement for permanent employees except that sick leave and vacation shall be figured on a pro rata basis consistent with the time regularly employed each week.

### ARTICLE IV - UNION REPRESENTATION

A. The representative of the Union shall have the right to contact the employees at work with respect to this Agreement. Such activity by representatives of the Union shall not interfere with the normal operation of the Employer.

B. The Employer shall recognize the shop steward and shall permit him or her to perform during working hours such of her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow a reasonable amount of time for such duties. Upon two (2) weeks' notice to the Employer, one Steward per facility will be scheduled off to attend one (1) one-day stewards' training seminar per calendar year.

C. Upon request, the Employer agrees to provide the Union with a complete list of all bargaining unit employees, their work location and rates of pay.

D. Upon hiring, new employees will be allowed a one-time twenty (20) minutes of paid time to meet with their Union representative for Union orientation.

## ARTICLE V – WORK RULES

A. The Employer shall have the right to promulgate reasonable work rules. Prior to any new work rules becoming effective, a copy shall be provided to the Union and each employee. The employer can implement the new rule; however, upon the Union's receipt of the new rule, the Union shall have five (5) working days to grieve it.

## ARTICLE VI - SAFETY AND HEALTH

A. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

B. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

C. The Company and the Union will work together to ensure that the workplace is in compliance with all Federal and State Safety OSHA requirements. The Company and the Union will also work together to ensure employees and management can obtain training as it relates to other workplace safety issues i.e. Harassment, workplace violence, developing proper IIPP (Injury and Illness Prevention Program) plans.

D. In the event of a natural disaster, pandemic, or act of God (earthquake, flood, etc.), and the Employer may remain open and determines in its discretion to remain open, the Employer will discuss with the Union precautionary measures and potential hazard pay for employees.

## ARTICLE VII - HOURS OF EMPLOYMENT

A. Basic Work Week. The regular workweek shall consist of five (5) eight (8) hour days to be worked Monday through when Sunday. Part-time employees may be hired based on the needs of the company but part-time work shall not be utilized to undermine full-time positions.

B. Straight-Time Work Day. Eight (8) hours worked within nine (8 1/2) consecutive hours, with one half (1/2) hour off for a meal period, shall constitute a straight-time day's work. The meal period, shall be given not earlier than three (3) hours or later than five (5) hours from the starting time of the employee's shift.

An eight (8) hour employee who is required to work in excess of five (5) hours without a meal period shall receive overtime pay from the end of the fifth (5<sup>th</sup>) hour until the meal period commences. Eight (8) hour employees who are required to work less than three (3) hours before commencing their lunch period shall receive overtime pay for the time between the start of their lunch period and the three (3) hour mark.

C. Alternate Work Week. Upon mutual consent of the Employer and employee, employees may work four (4) ten (10) hour days. All work performed after ten (10) hours on any work day shall be paid at time and one half (1 ½ x). All work performed after twelve (12) hours on any work day shall be paid at double (2x) time. During a holiday week, the schedule shall revert to

five (5) eight (8) hour days.

D. Holiday Work Week. Thirty-two (32) hours, consisting of four (4) eight (8) hour days, exclusive of the holiday, shall constitute a week's work in any week in which the holiday falls.

E. Overtime and Premium Pay. The overtime rate of pay of one and one half (1 ½) times the employee's regular basic hourly rate of pay shall be paid for the following work:

- a. Work in excess of eight (8) hours per day.
- b. Work in excess of forty (40) hours per week.
- c. Work on the sixth (6<sup>th</sup>) day that is scheduled or mandated by the employer. If work on the 6<sup>th</sup> day is voluntary then the overtime provision is waved.
- d. Work over four (4) days, excluding the holiday, in a week in which there is a paid holiday named in Article IX.

F. Rest Periods. Employees are authorized and permitted to take a ten- (10-) minute paid, duty-free rest break for every four (4) hours worked or major fraction thereof. The Employer authorizes and permits rest breaks according to the following schedule:

Less than	0 - 2 Hours	0 Breaks
	2 - 6 Hours	1 Break
Greater than	6 - 10 Hours	2 Breaks
Greater than	10-14 Hours	3 Breaks

G. Split Shifts. No employee shall be required to work a split shift. In circumstances where an employee is sent home early due to lack of work and work will be available later the same day, the employee may voluntarily agree to work a split shift. A split shift is defined as any break in a work day of more than one (1) hour.

H. Daily Guarantee. All employees shall be guaranteed at least two (2) hours pay per day when said employee shows up and is available to work as scheduled or required.

I. Employee Work Schedule. The Employer shall post a work schedule specifying start and finish of shifts not later than end of work day on Tuesday for the workweek that begins the following Monday through Sunday. Changes in the schedule after posting shall only be done by mutual agreement between the Employer and employees.

#### ARTICLE VIII - WAGES

A. The Employer agrees to pay not less than the minimum hourly wage scale in the Industry Experience Wage Chart contained in this Agreement.

B. Nothing herein limits the right of the Employer to pay wage rates in excess of those provided for in the Industry Experience Wage Chart or to grant progression increases prior to the time provided for in the Industry Experience Wage Chart, except that such raises will form a new base time rate for the employee and will not alter said employee's next scheduled progression increase. There shall be no reduction in the pay of any employee as a consequence of the negotiation of this Agreement.

C. A designated weekly or bi-weekly payday shall be established. The Employer agrees to furnish each employee with a bi-weekly statement showing the name of the employee, period covered, total amount of wages paid and all deductions made. An employee scheduled off on a payday shall be paid on his/her last scheduled working day before the payday, if checks are available.

D. At the time of hiring, the Employer will recognize employee prior industry experience acquired at cannabis facilities licensed by the State of California or licensed or with legal status (e.g., Proposition D in the City of Los Angeles) by a local jurisdiction. Only such experience stated on employee's application and confirmed by the Employer with acceptable proof shall be credited. Employer has the discretion in determining in good faith what applicable qualifying experience is, but in a minimum should recognize employment at all other unionized cannabis facilities. New hires with at least one (1) year and no more than five (5) years of prior Industry experience and/or with a Union cannabis training certification shall be pay at no less than the twelve (12) months rate of pay. New hires with five (5) or more years of prior industry experience shall be pay at no less than the twenty-four (24) months rate of pay.

E. A seasonal employee is one who works one hundred twenty (120) days a year, or less, for an employer with the express intent of utilizing the employee each calendar year, at approximately the same part to the year, such as growing seasons, summer seasons, and increased sales periods. Seasonal employees will be paid according to the wage scale in Appendix A.

F. The cost of any bond or notarial commission required of employees who are covered by this Agreement shall be paid for by the Employer.

G. Tips will be distributed to employees and will not be withheld by management.

H. Employee Discounts- Employees are to receive an "employee discount" of 25%.

I. Shift Supervisors / Leads shall receive a premium of three dollars (\$3.00) per hour over the top rate of pay for their classification. Assistant Managers / Inventory Managers shall receive a premium of six dollars (\$6.00) per hour over the top rate of their classification.

J. The employer will furnish each employee at no cost three (3) t-shirts every quarter for their uniform and one (1) hoodie each year. The employer will also allow employees to purchase company uniforms (hats, shirts, hoodies, jackets) at production cost.

#### ARTICLE IX - HOLIDAYS

A. For all non-probationary employees the following days shall be observed as paid holidays:

New Year's Eve	Thanksgiving Day
4 <sup>th</sup> of July	Christmas Day
Labor Day	

With the exception of Christmas Day and New Year's Day, if any of these holidays fall on a Sunday, such holiday shall be observed on the following Monday. Christmas Day and New Year's

Day shall be celebrated on December 25 and December 31, respectively. The floating holiday shall be scheduled by mutual agreement.

In the event that a holiday falls on an employee's regularly scheduled day off, the employee shall be granted an additional day off with full pay, provided he/she has otherwise qualified for holiday pay.

B. Holiday Premium Rate. Employees scheduled to work on a holiday shall be compensated at two times (2x) their hourly rate of pay.

C. Holiday Pay. Will be based on the employee's straight-time hourly rate. Full-time employees shall be paid for eight (8) hours. Part-time employees shall be paid the average number of hours worked or paid per day in the most recent five (5) week period. The daily average will be calculated based on a five (5) day workweek. In order to be eligible for Holiday Pay, employees must have worked his or her last regularly scheduled shift immediately before the Holiday and immediately following the Holiday, unless excused by the Employer.

D. Employees who work on 4/20 Day shall be paid one and one-half (1.5x) the employee's straight-time hourly rate, but employees shall not be paid if they do not work. This will not be considered a paid holiday for employees who do not work.

#### ARTICLE X - HEALTH AND WELFARE

The Employer agrees to participate in and execute a UFCW National Health and Welfare Fund (Fund) Participation Agreement for a Plan of Benefits negotiated for health and welfare benefits (including dental and vision) for employees and their eligible dependents. The Employer will contribute \$380.00 towards the monthly cost of the benefits (medical, dental, and vision) and the employee will pay the remainder through payroll deduction from each paycheck. For employees working less than thirty (30) hours per week, the Employer will pay \$340.00 of the benefit cost and the Employee will pay the remainder. Average hours will be based on hours worked during the past six (6) months, or for employees with less than six (6) months, the period of time they have been employed. Employees will become eligible for participation in the health care fund the 1st of the month following their completion of 780 hours or no later than the completion of their 8th month of employment. The Employer will be responsible to provide the number of hours per employee to the National Fund by the 10th day of the month to obtain benefits according to the above schedule.

If the cost increase in insurance exceeds a sum total of 8% for the life of the contract after 4/1/2020 of the agreement, the parties will meet to discuss.

Those employees currently participating in the Allied Trades fund will be transitioned over to the UFCW National Health and Welfare fund without any lapses in coverage or cost.

#### ARTICLE XI - RETIREMENT SAVINGS



A. The Employer agrees execute a Participation Agreement for the UFCW 401(k) Plan and Trust for participation. The Employer will comply with all terms and conditions of the plan, including deducting from employee compensation the employee's elective contribution to the plan or any loans, and forward the money in a timely manner to the Trust when it becomes federally legal to do so.

B. For any employee that opens a ROTH IRA or IRA in a financial institution, the employer will match up to \$300.00 per year. The member must show proof in January of each year that they are actively participating in the retirement account in order to receive the money. This is not an accrued amount but a flat payment that is made each year.

#### ARTICLE XII - SICK LEAVE

A. Under the California Healthy Workplaces, Healthy Families Act of 2014 (HWHFA), which became effective July 1, 2015, employers are required to provide paid sick leave to workers in California.

1. Covered employees must work in California for thirty (30) or more days in a twelve (12) month period for the same employer, regardless of whether they are full time, part time, temporary, or seasonal workers.

2. Covered employees must accrue at one (1) hour of sick leave for every thirty (30) hours worked from when they are hired; alternative accrual methods are acceptable as long as they comply with California law. Accrued Sick Time may not be used until after 90 days of employment. Employees can accrue up to 48 hours of sick leave per year.

3. An employer must allow accrued unused paid sick leave to be carried over to the next year. The cap for the rollover is 48 hours or six (6) days. Any hours rolled over, exceeding forty-eight (48) hours, shall be paid to the employee on their anniversary date. When the employee is paid out, a minimum of three (3) days must be left in the sick bank. The payout will be 1.5x the hourly rate for the extra sick hours.

4. The Employer may require a doctor's note after the second (2<sup>nd</sup>) consecutive day of calling out sick.

B. In the event of an on-the-job injury, the employee shall be paid for the remainder of the daily shift, not to be charged against sick leave account. This does not apply to employees who report to work but who must leave due to illness, personal emergency, or personal business. In these cases, employees could charge against sick leave account or, if appropriate, against vacation time or be docked.

#### ARTICLE XIII - VACATIONS

A. Any full-time employee continuously employed for one (1) year or more shall be entitled to a vacation of five (5) working days. Employees will be given eight (8) working days vacations after completion of two (2) years of continuous employment. Employees will be given ten (10) working days' vacation after completion of three (3) years of continuous employment. Part-time

employees shall receive pro-rated vacation according to this schedule. Any employee currently receiving more vacation than set forth above, shall not have his or her vacation reduced as a result of this provision. Employees will be allowed to roll over a maximum of (capped at) five days (5). Employees will be paid within 30 days of their anniversary date for any unused vacation above the cap.

One (1) week vacation pay shall be computed at the employee's average hours worked or paid for including vacation, holidays, and overtime, from last anniversary date to current anniversary date and shall be paid at the employee's current rate of pay. Vacation will be paid the pay period prior to the vacation.

B. Periods of absence from work because of sickness shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work no later than the expiration date of said leave.

C. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Seniority shall be given full consideration in scheduling vacations. All other months and dates shall be available for vacations subject only to seniority in cases where more employees than can accommodated request the same week.

D. A regular part time employee who works a minimum of eighty (80) hours per month shall be paid at scale on a pro rata basis consistent with length of employment with the Employer.

#### ARTICLE XIV - LEAVE OF ABSENCE

A. Employer agrees to grant leave of absences, for pregnancy or otherwise, to employees in accordance with the Federal and State statutes. A copy of the employer's leave of absence policy shall be provided to the Union.

B. Funeral and Bereavement Leave. In case of death in the immediate family (parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse, domestic partner, children and any family member residing in employee's home), the employee shall be granted a leave of absence of three (3) days with pay. This leave is not to be charged against sick leave. When requested, the employee will provide documentation to claim benefits under this Section.

C. Military Leave. The Employer agrees to comply with current federal laws relating to the discharged servicemen and women, including, but not limited to, their re-employment rights.

E. The Employer shall grant an unpaid leave of absence, if so desired, not to exceed ten (10) days in cases of critical illness or injury or death in the employee's family. (parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse, domestic partner, children, aunt, uncle and cousins and any family member residing in employee's home).

F. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to his regular job at the rate then current for the classification.

G. Failure to return at the end of a leave of absence shall constitute cause for immediate termination.

H. An employee in good standing with the Employer, whose acceptance of employment with the Union takes him from his employment with the Employer, shall, upon written request to the Employer by the Union, receive a leave of absence for the period of his service with the Union, of not less than thirty (30) days nor more than one (1) year. The Union's request for such a leave of absence, and for the return of an employee to work at the conclusion of such a leave, shall each be served upon the Employer in question, in writing, a minimum of two (2) calendar weeks immediately preceding the date of the proposed commencement of the requested leave and the proposed return to work, respectively. Upon his or her return, he or she shall be reemployed at work similar to that in which he or she was engaged immediately prior to her or his leave of absence. During the period of the authorized leave of absence, the Union shall be obligated to make Pension and Health Care Trust Fund contributions and/or employer health care contributions on behalf of the involved employee.

I. The Employer will accommodate employees' schedules and will reimburse them up to \$250/year to those employees who enroll, attends, and participate in Cannabis Education events to a maximum of one (1) event per year.

#### ARTICLE XV - JURY DUTY

A. When a non-probationary employee is required to be in any court or courthouse for jury service and such service deprives said employee of pay that he/she otherwise would have earned, said employee shall receive pay for one (1) day of such service at the rate of eight (8) hours times the straight-time hourly rate, less any remuneration received for jury service.

B. If an employee is excused from jury service on any scheduled day, i.e., Monday through Friday, he/she shall immediately report for work to complete the remaining hours of his/her scheduled work shift. Failure to so report shall disqualify an employee from any pay for jury duty for the day in question as long as the transportation time will permit him/her to return to work prior to two (2) hours before the end of the scheduled work shift.

C. The Employer may require proof of attendance for jury service. Any employee making a false claim for jury duty pay shall be subject to discharge.

D. An employee shall be eligible for jury duty pay for twenty-four (24) total hours of jury duty service only during the life of this agreement. Jury duty pay shall not be required for Grand Jury service. In the event an employee is called for a tour of duty during the term of this agreement which would require service of more than twenty-four (24) total hours, the Employer shall join the employee in seeking excuse from service if such service would cause financial hardship to the employee.

## ARTICLE XVI - DISCHARGE

A. After completion of the employee's probationary period, discharge shall be for just cause only. The Employer shall notify the employee and the Union of all terminations and the reasons therefore at the time of notification to the employee.

B. Work Performance. The Employer shall have the right to discharge any employee for just cause. Any grievance relating to discharge shall be filed and processed in accordance with the Grievance and Arbitration Article of this contract.

Employees who are discharged for incompetency or failure to perform work as required (including excessive absenteeism or excessive tardiness) shall first have had two (2) prior warnings in writing within twelve (12) months preceding the discharge for such incompetency or of related or similar failure to perform work as required, and be given the opportunity to improve his/her work. Employees and Union representatives will not be denied an opportunity to discuss warning notices with the Employer.

Employees shall be required to sign or initial written warnings solely as an acknowledgement of the receipt thereof and such signature or initial shall not be construed as admission of guilt or the validity of the contents thereof. Warning notices must be sent to the union within seven (7) calendar days of the date it is presented to the employee. Warning notices not provided to the union in accordance with this section may not be used to support further discipline.

C. On termination, an employee shall be paid such pro rata vacation for the period of time worked.

D. Layoffs for reduction in work shall occur only at the end of the work week.

E. An employee intending to resign shall give two (2) week's notice of such intention prior to the effective date of the resignation.

## ARTICLE XVII - SENIORITY

A. Definition. Seniority shall be defined as the length of continuous employment of an employee with the employer.

B. When it becomes necessary to lay off employees because of a reduction in the work load, seniority shall govern where fitness and ability are substantially equal.

C. Seniority shall be taken into consideration with promotions, job assignments, vacations and time off, and scheduling.

D. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

1. If the employee quits;

2. If the employee is discharged and the discharge is not reversed through the grievance procedure;

3. If an employee, who has been laid off, fails to report within three (3) working days after being notified to report and does not give satisfactory reason;

4. If an employee has been laid off for six (6) consecutive months.

#### ARTICLE XVIII - GRIEVANCES AND SETTLEMENT OF DISPUTE

A. Any dispute, misunderstanding, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement, shall be processed in the following manner:

1. The grievance must first be presented to the Employer within ten (10) working days after the grievance occurs unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

2. Either party may within fifteen (15) days submit the dispute to arbitration.

3. The Arbitrator shall be selected from an odd numbered list on a panel to be submitted by the U.S. Mediation and Conciliation Service. Names shall be stricken from the list by each party in turn with the first strike to be determined by the lot. The last name remaining shall be the mutually accepted Arbitrator. The Arbitrator shall consider the issue at his earliest convenience and render a decision within ten (10) working days following the date of the hearing. The Arbitrator's decision shall be final and binding on all parties. The cost of the Arbitrator shall be equally shared.

## ARTICLE XIX – NO STRIKE OR LOCKOUT CLAUSE

During the term of this Agreement, the Union agrees not to engage in any strikes or stoppage of work against the Employer and the Employer agrees not to engage in any lockout of its employees.

## ARTICLE XX – MANAGEMENT RIGHTS

The management of the business of the Employer shall be the sole and exclusive prerogative of the Employer, and the Employer shall have all management rights and prerogatives which it would have had in the absence of this Agreement, except to the extent that the exercise of such management rights and prerogatives violate the provisions of this Agreement. To the extent that such rights do not conflict with the terms of this Agreement, management rights shall include, but not be limited to, the right to recruit, hire, direct, schedule, and assign work to the work force; to discipline, suspend, or discharge for just cause; to determine the size, staffing, and composition of the work force; to revise existing procedures or implement new ones; to transfer and promote associates; to determine the extent to which operations shall be expanded or curtailed; and to continue, make, alter, and amend work rules not in conflict with the specific provisions of this Agreement. The Employer shall retain and may exercise all the foregoing management rights or prerogatives except to the extent that such rights or prerogatives conflict with the provisions of the Agreement.

## ARTICLE XXI - VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## ARTICLE XXII – SUCCESOR AND ASSIGNED

A. This Agreement will bind all successors to the Employer. In the event of a sale of any of the Employer's licensed cannabis business(es) covered by this Agreement, and/or in the event of a merger of the Employer, the Employer will require, as a term of the sale or merger, that the new successor Employer assume all terms of this Agreement and execute a copy of the Agreement with the Union, in which event the Employer's assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its rights, title, or interest to the operation and the Employer have satisfied all outstanding obligations to the Unions that arose prior to sale.

## ARTICLE XXIII – UNION PRINCIPLES

Wherever possible, the Employer agrees to utilize union services for printing, janitorial, repair, and other needs of the business. The Union agrees to assist the Employer in its efforts to make other labor organizations aware of the company's commitment to union principles and to encourage members of those labor organizations to patronize unionized facilities.



ARTICLE XXIV - DURATION

This Agreement shall be in full force and effect from April 20th, 2020 until midnight of March 31, 2023 and shall be automatically renewed, unless the Union or signatory Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties being duly authorized have hereunto set their official seals  
duly attested this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE EMPLOYER:

FOR THE UNION:  
UFCW UNION LOCAL 324

\_\_\_\_\_  
Joe Hernandez  
Owner

\_\_\_\_\_  
Matthew Bell  
Secretary-Treasurer



APPENDIX A – WAGES

2021

**Registration /  
Budtenders /  
Delivery Drivers**

	<b>Jan. 2021</b>	<b>Jan. 2022</b>	<b>Jan. 2023</b>
<b>Start- Probationary Status</b>	\$16.00	\$16.25	\$16.50
<b>6 Months</b>	\$16.50	\$16.75	\$17.00
<b>12 Months</b>	\$17.00	\$17.25	\$17.50
<b>18 Months</b>	\$17.50	\$17.75	\$18.00
<b>24 Months</b>	\$18.00	\$18.25	\$18.50
<b>30 Months</b>	\$18.50	\$18.75	\$19.00
<b>36 Months</b>	\$19.00	\$19.25	\$19.50
<b>42 Months</b>	\$19.50	\$19.75	\$20.00
<b>48 Months</b>	\$20.00	\$20.25	\$20.50