



Collective Bargaining

Agreement

Between

VALLEJO HOLISTIC



VHHC LLC/
Eagle Eye LLC

And

United Food and Commercial Workers

Union Local 5

August 15, 2023 through August 15, 2025

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 5
AND
VALLEJO HOLISTIC HEALTH CENTER/EAGLE EYE**

This Agreement entered by and between Vallejo Holistic Health Center/Eagle Eye hereinafter referred to as "Employer" and United Food Commercial Workers Union Local 5 (UFCW5) hereinafter referred to as the "Union" agrees to be bound by the following terms and provisions covering wages and working conditions.

SECTION 1 RECOGNITION

1.1 The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all full-time and regular part-time employees working at the Employer's place of business. If the Employer opens other facilities within the jurisdiction of the Union, employees of those facilities shall be covered by this Agreement. The parties will bargain over the wages of any classification not covered by this Agreement.

1.2 When new or additional employees are needed, the Employer shall notify the Union, as one of its sources, for new or additional employees.

If Employer desires to employ persons in work covered under this Agreement, Employer shall inform the Union of the number and qualifications of persons desired, the location of the job site and the expected duration of the job at least forty-eight (48) hours (exclusive of Saturdays, Sundays, and recognized holidays) in advance of the time that such persons are required, or within a lesser period if extraordinary conditions so warrant.

When a qualified worker is sent out from the Union to a position at the request of the Employer or is requested by the Employer to report to work but is not permitted to work, the worker reporting to work shall be given eight hours pay, less deductions required by law or this Agreement.

The Employer will notify the Union of all new bargaining unit employees hired within fourteen (14) days of their employment.

1.3 No employee shall suffer a reduction in pay because of the signing of this Agreement. The Employer may provide salaries and rate increases in excess of the

rates set forth in Appendix A, based on an employee's performance, merit and other factors so long as it is done in a fair and impartial manner.

1.4 It is understood and agreed that the following groups of Employees are covered by this Agreement:

- Budtender
- Delivery Driver
- Dispatch
- Inventory Clerk
- Reception (Including Dispatch Duties)
- Grower Technician – (Seasonal for the months of May/June/July)

1.5 The following positions are defined as EXEMPT Employees from the union (number in parentheses equals maximum allowable positions):

- General Manager (1)
- Inventory Manager/Buyer (1)
- Accounting (1)
- Processing Manager (1)
- Administrative Staff (1)
- Assistant Managing Budtenders (3)

BARGAINING UNIT WORK:

1.6 The Employer agrees that only Employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement. Assistant Managing Budtenders may perform bargaining unit work when necessary for emergencies beyond the control of the Employer.

SECTION 2 PAYROLL DEDUCTION:

2.1 The Employer, upon written authorization of an employee, shall deduct equally from each paycheck beginning with the second (2nd) month of employment, the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership, and promptly remit the same to the Union on a monthly basis. Such deductions, when authorized, will be transmitted to the office of the Union, no later than the fifteenth (15th) day of the month following the month in which deductions are made. If properly payable dues are not deducted by error, they should be deducted the following week. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization by employees. If an employee quits, is discharged, or laid off, deductions in accordance with this Article shall be made from the last payment of wages.

2.2 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result by reason of action take or not taken by the Company in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

2.3 An authorization for wage deductions signed by an employee in conformance with this Article shall be irrevocable for a term of one (1) year and shall be automatically renewed each successive year unless an employee desiring to terminate the authorization gives written notice of such desire to the Employer and the Union at least thirty (30) days and not more than ninety (90) days before the automatic renewal date. Employees who terminate authorization for deduction will be responsible for paying their required dues on a monthly basis.

SECTION 3 • MANAGEMENT RIGHTS:

3.1 The management of the business of the Employer and the direction of its personnel, including but not limited to: the right to hire, promote, demote, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline for just cause; to establish reasonable rules and regulations is the exclusive responsibility of the Employer subject to the terms of this Agreement. The Employer shall be the exclusive judge of its business and the methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer.

3.2 Copies of rules, policies and procedures and changes thereto will be given to the Union and to all employees. In the event the Employer establishes rules for its employees such rules shall be reasonable not inconsistent with the terms of the Collective Bargaining Agreement and shall be furnished to the Union upon request. When new policies and rules are issued the Employer shall do so in writing and issue a copy to all employees with a sign off that they have been received. Rules, or policies, promulgated by the Employer shall not be construed or enforced to unlawfully prohibit or restrict employee rights under Section 7 of the National Labor Relations Act, as amended, as they relate to this bargaining unit during the term of this Agreement.

3.3 As a condition of this Agreement the Employer agrees to abide by all legal business requirements of the municipalities in which it operates. Concurrently with the signing of this Agreement, the Employer will sign the Cannabis Industry Code of Conduct and Community Benefits Agreement that is attached as Appendix B. Given the nature of the industry, the Employer and the Union understand the importance of adhering to professional, legal, ethical, and safe business standards. Those standards include:

- a.** Responsible customer service and access in a clean and secure environment that assures customer and worker safety.
- b.** Safe and secure storage and other practices that anticipate and respect community and neighborhood concerns.
- c.** Responsible dispensing to adult patients over the age of eighteen (18) only.
- d.** A demonstrated commitment to prevent and discourage secondary sales.
- e.** A commitment to the development of continuing education and eventual certification of industry and workplace standards.

3.4 The Employer and the Union will work as partners to assure that these standards are met but all legal responsibility for meeting these standards shall rest with the Employer.

3.5 The Union and the Employer acknowledge and understand the unique nature of the Cannabis industry and the need to advocate for and protect the rights of workers and patients. The Union and the Employer will continue to work collaboratively towards this end and will publicly and legislatively oppose efforts to undermine or interfere with these rights.

SECTION 4 • HOLIDAYS:

4.1 The following days shall be considered holidays. Holidays shall be paid to the employee at the employee's regular rate and prorated according to the employee's regularly scheduled hours, in addition to the regular shift work. An employee who works or is compensated for hours during the holiday week will be entitled to holiday pay whether the employee works on the holiday or not at the employee's regular straight time hourly rate prorated in accordance with the employee's regularly scheduled hours.

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- Memorial Day (Last Monday of May)
- Juneteenth (June 19th)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)
- Birthday
- Floating Holiday

4.2 In the event one of the holidays falls on a Saturday, it shall be celebrated on the previous Friday. In the event one of the holidays falls on a Sunday, it shall be celebrated on the following Monday.

4.3 Work performed on recognized holidays shall be paid for at straight time plus holiday pay. There shall be a minimum of four (4) hours' guarantee for work performed on holidays.

4.4 In order to qualify for holiday pay, an employee must be on the Employer's payroll for ninety (90) days and must work the scheduled workday before and after the holiday; and on the holiday if scheduled to work.

SECTION 5 - VACATION:

5.1 Employees shall accrue vacation at the following rates.

YEARS OF SERVICE	VACATION	ACCRUAL RATE
1 YEAR	1 WEEK	.019/HR
2 YEARS	2 WEEKS	.038/HR
5 YEARS	3 WEEKS	.057 HR
10 YEARS	5 WEEKS	.096 HR

5.2 Carryover: Employees are encouraged to use their vacation days and are limited to five (5) days of carryover per anniversary year. Employees will be paid out for any days more than five (5) days on the week following their anniversary date.

5.3 Selection: The Employer agrees to post vacation sign-up sheet by January 15th of each year. The selection will be based on seniority within the classification. If an employee fails to exercise their vacation selection right by February 15th, the vacation selection will be open. The selection of vacation periods must be completed by April 1st of each year. The Employer will post a copy of the final approved vacation dates no later than April 1st. Employees failing to select during this time shall select their vacation on a space available basis.

5.4 Vacation may be used by employees for any reason subject to the reasonable and scheduling needs of the employer. Except in the case of illness, employees shall give at least one (1) weeks' notice of the intent to take vacation. If more employees desire time off than can be accommodated for the business, seniority shall prevail.

5.5 Pay: Vacation pay shall be paid at the employee's normal rate of pay as reflected in the most recent paycheck issued prior to taking vacation. Employees shall receive earned vacation pay on the payday prior to the scheduled vacation. Employees shall be paid for any accrued and unused vacation days when their employment terminates.

5.6 Vacation Accruals: Vacation accruals start on the employees' first day of employment. Employees become eligible to use accrued vacation after their 1-year anniversary.

SECTION 6 - JURY DUTY

6.1 The Employer agrees to pay the difference between the employee's regular straight time daily rate and the amount received by the employee for jury service, provided the employee has completed six (6) months service with the Employer, is required to report by the jury commissioner and does serve on any jury. The maximum annual benefit paid by the Employer is fifteen (15) days. Upon completion of service on the jury, the employee must immediately notify the Employer for further scheduling. Proof of call to jury duty must be submitted to the Employer promptly upon receipt. Proof of daily jury service is required for payment of this benefit.

SECTION 7 - FUNERAL LEAVE

7.1 An employee is eligible for up to five (5) days of paid funeral leave upon completion of the employee's probation.

7.2 Leave days are for the purpose of arranging for and attending the funeral of a covered family member. Covered family members include spouse, parent, child brother or sister, grandchild or grandparent, current mother-in-law or father-in-law, stepparents, stepchildren, and significant other.

7.3 The employee, when requested, shall furnish proof satisfactory to the Employer of the death, his or her relationship to the deceased, and the date of the services.

SECTION 8 - DISCHARGE OR SUSPENSION

8.1 The Employer may discharge or suspend any employee for just cause. A letter or notice shall be given to the employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union. The Employer shall have the right to discharge any employee for just cause I e. theft workplace violence, harassment. and job abandonment. No prior warning notice shall be necessary If the cause of discharge or suspension is for a proven serious infraction. A letter of notice shall be given to the employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union.

Before a regular employee is discharged, suspended, or demoted for incompetence or failure to perform work as required he/she shall receive a written warning (with a copy to the Union) and be given an opportunity to improve his/her work.

8.2 In a case where an employee is warned for misconduct but not discharged or suspended, the Employer shall make a written record of such warning and provide a copy for the employee, with a copy sent to the Union.

8.3 In all disciplinary interviews and in the issuance of written warnings, the Employer shall make reasonable effort to assure that the affected employee understands the process and that he or she has the option to request union representation at the interview.

8.4 No prior warning notice shall be necessary if the cause of discharge or suspension is for serious infractions. Examples include but are not limited to dishonesty, recklessness, use of unauthorized drugs, or gross misconduct.

8.5 A warning notice shall generally not be considered active for a period of over six (6) months unless a pattern of consistent similar misconduct can be shown to exist over a longer period of time. Prior to any suspension related to progressive discipline, a written warning shall be issued with a copy sent to the Union.

8.6 Any employee may request an investigation of his/her discharge or suspension and the Union shall have the right to protest the discharge or suspension. Any such protest shall be presented to the Employer in writing within ten (10) days after the discharge or suspension and if not presented within such period, the right of protest shall be waived. If the Union discovers within 30 days after the discharge of an employee that the discharge was in error, the Union shall so advise the Employer, provide the Employer with bona fide evidence that the termination demand was improper, and the Employer shall then reinstate the employee with full seniority on the first weekly schedule posted by the Employer after being so notified.

SECTION 9 - GRIEVANCE PROCEDURE:

9.1 In the event of a dispute or grievance over the interpretation of this Agreement the following procedure shall be followed: The initial grievance may be filed by either the Union representative or the employee with the immediate supervisor within ten 10 calendar days of the

knowledge of the facts giving rise to the grievance. The immediate supervisor will give his/her response within ten 10 calendar days.

Step 1:

The initial grievance may be filed by either the Union representative or the employee with the immediate supervisor within seven (7) calendar days of the knowledge of the facts giving rise to the grievance. The immediate supervisor will give his/her response within seven (7) calendar days.

Step 2:

If not resolved in Step 1, the grievance shall be reduced to writing and submitted to the Employer within seven (7) calendar days of the Employer's answer in Step 1 (up to but no later than fourteen (14) days from the event- giving rise to the grievance. Then a representative of the Union and the Employer will discuss the grievance. The Employer Representative will give his/her response, in writing, to the Union within seven (7) calendar days of the second step meeting.

Step 3:

If the previous steps in the grievance procedure fail to resolve the grievance, then either party may submit the grievance to arbitration by so notifying the other party in writing, of its intentions to do so within fourteen (14) calendar days of the Employers response in Step 2.

9.2 Should the Union fail to move the grievance to the next step; the grievance will be considered settled with the Employer's response in the previous step. Should the Employer fail to respond to the Union within the time limits, the grievance will be automatically moved to the next step except for arbitration, which requires actual notice.

9.3 Selection of an Arbitrator shall be from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service unless the parties mutually agree to a different procedure of selection. The Arbitrator shall have no authority to add to, modify, amend, alter, or delete or in any way change the express provisions of this Agreement. The Arbitrator's decision shall be final and binding on the Employer, the Union and the employee(s) involved. The expense of the Arbitrator shall be borne by the losing party. Each party shall pay its own costs for transcripts.

9.4 By mutual agreement, the parties may incorporate a mediation process at any point during the grievance process.

SECTION 10 - SUBCONTRACTING:

10.1 The Employer will not contract out bargaining unit work except when the Employer lacks special equipment or tools for performing the work or, when employees lack the skills or willingness to perform such work, or, as specified in the State contract. In no case shall the

Employer contract out work to avoid its obligations under this Agreement or for the purposes of reducing the scope of the work covered by this Agreement.

SECTION 11- UNION REPRESENTATION/SHOP STEWARD:

11.1 Job Site Visit: A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall follow State rules and procedures related to non-employee visits to the facility. The Employer reserves the right to accompany the Representative in sensitive areas. The Employer agrees to provide space for employees to meet privately with their Union Representative if requested.

The Union Representative may attend Employer meetings that represent discussion of continuing problems that the Employer needs to address with the employees and the employees have asked their Union Representative to be present. The Representative will act as an observer only. The Employer will work with the Union to get the Union Representatives a way of having immediate access to the floor where Employees are working.

11.2 Bulletin Board: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.

11.3 Time-off for Union Business: Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, Adjustment or Arbitration Board hearings, or for other bona fide Union business. In all such instances, the Employer shall be notified not less than two (2) weeks in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business.

11.4 Shop Steward: The Union shall be allowed to designate a reasonable number of shop stewards for the purpose of monitoring compliance with this Agreement and other legitimate Union business. Stewards shall be allowed to conduct incidental Union business on company time.

11.5 Labor/Management-Committees: The Employer and the Union agree to establish a Labor and Management Committee consisting of Bargaining Unit Employees, Management, and the Union. The Employer agrees to meet with this Committee periodically to discuss issues and concerns that arise while on the job. The Committee shall have up to five (5) Bargaining Unit Employees elected by the Bargaining Unit.

The Employer recognizes that right of the Union to form a Negotiation Committee with Bargaining Unit Employees when the terms of this Agreement are due for re- negotiation. The Negotiation Committee shall consist of up to five (5) Bargaining Unit Employees elected by the Bargaining Unit.

The Labor/Management Committee and the Negotiation Committee may be comprised of the same employees.

SECTION 12 - NO STRIKE, NO LOCKOUT:

12.1 During the term of this Agreement, the Union agrees there will be no strikes and the Employer agrees there will be no lockouts.

SECTION 13 - LEGISLATIVE CHANGES:

13.1 Should any of the provisions in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, such invalidation of a portion of this Agreement shall not invalidate the remaining portions and they shall remain in effect.

SECTION 14 - HOURS OF WORK:

14.1 Workweek: The regular workweek shall constitute thirty-five to forty (35-40) hours over five days. Work schedules for the following week shall be posted no later than the previous Friday. The Employer may utilize part-time employees, but the utilization of part-time employees shall not undermine the concept of full-time work. Part-time employees who desire more hours up to and including full time may request those hours in writing. Available hours shall be offered to those employees based on seniority within their classification. Classified Full timers are guaranteed 35 hours a week. Classified Part timers are guaranteed 24 hours a week with a minimum of at least 4 hours a day. An employee can request to work less hours in writing and upon mutual agreement with the Employer.

Nothing in this Article shall constitute a guarantee of work.

For hourly employees, all time worked more than eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1½x) the straight time hourly rate. Alternative workweeks may be arranged by mutual consent so long as they comply with state and federal laws.

14.2 Meal Period: Each employee, unless he/she and the Employer have agreed to a legal alternative workweek shall be entitled to an unpaid lunch period of not less than one-half (½) hour and not more than one (1) hour beginning no earlier than the third (3rd) hour of work and ending not later than the end of the fifth (5) hour of work. All employees shall receive a rest period of ten minutes during every four hours of work or major fraction thereof. Break Period: No Employee shall be denied the right to necessary or required relief. All employees shall be allowed an unscheduled 10-minute break in the first half of their shift prior to the meal period and an unscheduled 10-minute break in the last half of their scheduled shift prior to quitting time.

14.3 Job Duties: Workloads and work assignments shall be distributed on a fair and equitable basis and shall not be unreasonable in nature. Increased workload shall not be used as a form of discipline.

14.4 Shift Interval: Except in bona fide emergencies, the minimum time off between shifts shall be twelve (12) hours and employees called to work sooner than twelve (12) hours from the end of their last work period shall be paid time and one-half (1 ½) the employee's straight

time rate for all work performed up to the time said twelve (12) hour period between shifts shall have elapsed.

14.5 Employee(s) on Last Shift: Employees on duty at the recognized hour of closing may be required to wait on all customers and perform other duties necessary to closing. Such employees shall be scheduled so that their shift ends at least fifteen (15) minutes after the recognized hour of closing.

14.6 Free Timing: When an employee willfully violates the provisions of this Agreement by working free time without the knowledge of the Employer, after a second written notice by the Union of this employee's repeated contract violation, the Employer agrees to discharge said employee within seven (7) days after receiving written notice of such violation.

14.7 No Compounding or Pyramiding: There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

SECTION 15 - RETIREMENT/SAVINGS 401K:

The Union and the Employer will jointly explore the concept of a 401K Pension Plan for employees. There shall be no mandatory contribution by the Employer during the life of this Agreement.

SECTION 16- SENIORITY:

16.1 Probation: Employees who have not attained seniority with the Employer shall be deemed probationary and subject to discharge without recourse or notice. Once probation is completed, the employee's seniority date shall be retroactive as of the first (1st) day of hire. New employees shall serve a probation period of sixty (60) calendar days.

Non-probationary employees are entitled to receive one week's notice of layoff or one week's pay at the employee's regular rate in lieu thereof. Laid off employees will have preference over new hires for openings in other classifications so long as they possess the skills and ability to do the job.

16.2 In the reduction of forces, the last employee hired shall be the first employee laid off within the classification. Laid off employee(s) shall be recalled in the reverse order of layoff within the classification. Seniority shall not apply to any employee until he/she has completed a two (2) month probationary period.

Non-probationary employees are entitled to receive one week's notice of layoff or one week's pay at the employee's regular rate in lieu thereof. Laid off employees will have preference over new hires for openings in other classifications so long as they possess the skills and ability to do the job.

16.3 Loss of Seniority: Seniority shall terminate for the following reasons sickness and non-industrial injuries up to 12 months after 1 year of employment. Industrial injuries: up to 12 months for any employee incurring an industrial injury after his first 60 days of employment and

who has less than 3 years seniority at the time said leave of absence commences Up to 18 months. for any employee who has 3 or more year's seniority at the time said leave of absence commences:

- a. Discharge for just cause.
- b. Resignation
- c. Layoffs of six (6) consecutive months or a period equal to the employee's length of service when the layoff began, whichever is less.
- d. Failure to report to work within five (5) calendar days after recall from layoff. The employee will be notified by a certified letter at the employee's last known address.
- e. Absence due to illness or injury which continues for more than six (6) months or nine (9) months for a worker's compensation injury or the employee's length of service when the leave began, whichever is less.
- f. Employee fails to return to work from a leave of absence.
- g. Employee is absent from work for three (3) consecutive workdays without reporting to management unless such failure to report is due to serious, proven medical reasons satisfactory to the Employer. Such three {3} days with no report shall be deemed a voluntary quit.

16.4 Schedule Selection: Seniority shall prevail regarding the selection of workweek schedules and shift selection when it is operationally feasible.

16.5 List: The Employer will forward the seniority list to the Union semi-annually or whenever new employees have completed probation. The list shall include full name, classification, email address, home address, phone number, hire date, and pay rate.

16.6 Classifications: Job Classifications are as follows:

- Reception
- Budtender
- Grower Technician
- Delivery Driver
- Inventory Clerk

SECTION 17- HEALTH AND WELFARE:

17.1 Health and Welfare will be administered by the Employer on the current Kaiser plan.

17.2 The Employer will pay the percentage of the premium based on the following hours worked in the previous quarter:

- For Employees who work between 288 -383 hours the Employer will pay 50% of the premium costs.
- For Employees who work between 384 – 519 hours the Employer will pay 75% of premium costs.
- For Employees who work 520 hours or more the Employer will cover 100% of premium costs.

17.3 The Employer agrees to notify the employees within 30 days of any changes made to the current plan. Employees will be eligible for Health and Welfare after they pass their 60-day probation period.

SECTION 18-SICK LEAVE:

18.1 Employees shall accrue paid sick leave benefits at the rate of one day per calendar month with a cap of thirty (30) days. Employees shall begin accruing the benefits upon completion of the 90-day probationary period.

18.2 Sick leave benefits shall apply only to bona fide cases of sickness and accidents. A doctor's certificate, verifying the sickness, must be presented by the employee if requested by the Employer.

SECTION 19 - LEAVES OF ABSENCE:

19.1 Personal Leaves of absence without pay may be granted upon written request by the employee for a period not longer than thirty (30) cumulative days in anyone (1) calendar year with mutual agreement by the Employer. Such leave requests will be for bona fide reasons.

19.2 All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) additional days upon extenuating circumstances and with mutual agreement. Medical leaves of absence will be granted in conformity with the F.M.L.A. and CFRA.

SECTION 20 - INJURY ON THE JOB:

When an employee is injured on the job, reports for medical care, and is certified unable to return to work, the employee shall be paid the basic straight time rate of pay for hours not worked on the day of the injury as follows: (8-hour shift) If injured in the first half of the shift the employee will be paid four (4) hours; if injured in the second half of the shift, the employee shall be paid four (4) hours. The Union and the Employer agree to research the possibility of

creating a Worker's Compensation ADR (Carve-Out Program) within the medical cannabis industry.

SECTION 21- GENERAL PROVISIONS:

21.1 Safety Rules: Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in his place of business, and the Employer shall maintain in his store, or place of business, a fully equipped first aid kit.

21.2 Military Service: The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

21.3 Floor Covering: Wood, rubber mat or suitable floor covering shall be provided for on all concrete floors behind the service counter.

21.4 Uniforms: If employees are required to wear uniforms the Employer shall furnish such uniforms at no cost. The Employer further agrees to allow employees to wear UFCW Local 5 apparel during scheduled work shifts.

SECTION 22 -PAY PERIOD AND WAGE STATEMENT:

All employees shall be paid on a biweekly basis on the 1st and 15th of every month. Paychecks shall include an itemized statement of hours worked and wages paid, including overtime pay and premiums. Employees shall also receive regular accounting of the status of their vacation days and sick leave banks.

SECTION 23 - NO DISCRIMINATION:

The Employer and the Union will adhere to all Federal and State statutes and Municipal ordinances that impact this Agreement. There shall be no discrimination in the employment of an otherwise qualified person because of race, color, sex, religion, creed, national origin, sexual orientation, age, disability unrelated to job duties or veteran's status.

SECTION 24 - APPRENTICESHIP:

The Union and the Employer understand that Local 5 is working with the State of California to develop a Cannabis Industry Apprenticeship Program and that they will negotiate over the implementation of the program in appropriate classifications upon its certification.

SECTION 25 – PROMOTIONS:

25.1 Determination of which employees is to be promoted will be based upon seniority and reasonable qualifications. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc. Where merit and ability are approximately equal, seniority shall control. No trial period shall be required. Where an employee who has been promoted is unable to perform the duties of the higher classification or is being laid off from a classification above their previous position, they shall have the right to be demoted to their former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion. However, regardless of any self-demotion permitted under the foregoing, the Employer may impose disciplinary action for conduct preceding an employee's decision to self-demote.

25.2 An employee selected for a promotion will serve (30) calendar day probationary period. During this time period, the Employer may disqualify the employee from the position if the employee fails to adequately perform the duties of the position; or the employee may decide to reject the position for any reason. If there is a dispute over disqualification, the dispute may be submitted to the grievance/arbitration procedure. If the employee is disqualified or rejects the position, they may return to their former classification and former rate of pay with no loss of seniority. Furthermore, any discipline for failure to perform work as required that was received during the probationary period would be rescinded.

25.3 Should a floor supervisor position become available then the job position shall be posted for a period of seven (7) days. The job posting shall specify the job, location, and the duties of the position. Any employee interested in the permanent job must complete a job bid form and return it to the shop owner on or before the expiration of the posting period. In the event the Employer decides to promote an existing employee to fill the job, then in the event the selection of the employee to be promoted shall be in accordance with the provision set forth herein.

SECTION 26- DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from August 15, 2023 following ratification by the Union of this Agreement to and including August 15, 2025. Should either party to this Agreement desire to negotiate changes in any or all the provisions of this Agreement upon its expiration date, written notice to that effect must be given to the other party at least sixty (60) days before the date of expiration. If no opening notice is given as designated above, this Agreement shall run from year to year and can only be changed through negotiations started by written notice by one party to the other party at least sixty (60) days prior to any expiration date, that is, the annual anniversary date of this Agreement.

For Vallejo Health Holistic/Eagle Eye

For UFCW Local 5

Print Name: _____

Print Name: Oscar Orozco

Signature: _____

Signature: 

APPENDIX A

WAGES

During the term of this Agreement the following minimum rates of pay and increases shall apply:

See attached Appendix A Wages VHHC – Union Proposal

The Union and the Employer agree to bargain for wages on any additional classes of employees in addition to those listed above, as they become available. No employee shall suffer a reduction in pay as a result of the signing of this Agreement.

During the term of this Agreement, the starting rate of wages shall be no lower than \$0.50 above the applicable minimum wage.

The Employer has the sole discretion of increasing wages above union scale to reward an employee based on performance metrics decided by Employer provided they are not the result of illegal discrimination based on race, religion, gender, sexual orientation, or other suspect classifications.

In addition to the above, if an employee is moved to a different step in the wage scale based on merit increase, the Employer and the Union shall bargain as to whether the Employee will have to backfill hours based on new wage rate in the scale.

Appendix A Wages

Receptionist/Processor Florist/Inventory	8/20/23
Experience Rate	\$25.75
2601 - 3640	\$23.50
2081 - 2600	\$22.50
1561 - 2080	\$21.50
1041 - 1560	\$20.00
521 - 1040	\$19.50
0 - 520	\$19.00

	8/20/23
Lead Budtender	\$29.75
Budtender	
Experience Rate	\$24.50
3641 - 4680	\$23.00
2601 - 3640	\$21.50
2081 - 2600	\$20.50
1561 - 2080	\$19.50
1041 - 1560	\$18.50
521 - 1040	\$18.00
0 - 520	\$16.00

Delivery Driver	8/20/23
Experience Rate	\$25.75
3641 – 4680	\$23.00
2601 - 3640	\$21.50
2081 - 2600	\$20.50
1560 -2080	\$19.50
1041 - 1560	\$18.50
521 -1040	\$18.00
0 - 520	\$16.00

- The wage increase will apply to All Classifications at the Experience Rate or Above.

APPENDIX B

CODE OF CONDUCT

We, as medical cannabis patients, employees, and employers, acknowledge that we are an industry of vulnerability and that we must take certain, deliberate, and consistent action to protect those that are most vulnerable within the communities that we serve. We have proactively initiated this public pledge of the standards and commitment that we make as the leading organized representatives of our local industry.

We, pledge to obey the law; provide excellence in service to our patient members; provide dignity, equality, and opportunity to our employees; and dedicate our operations to the highest standards of social and environmental responsibility in the communities in which we operate.

- We pledge to honor the trust of our community by devotedly adhering to California state law including proposition 215 and the Attorney General's guidelines, as well as all reasonable local ordinances.
- We pledge to only associate with qualified patients and their caregivers who are residents of the state of California and possess a valid and verifiable CA doctor's recommendation for medical cannabis.
- We pledge that we shall not provide medical cannabis to any patient in an amount not consistent with personal medical use.
- We pledge to go over and above what is required to prevent the illegal sale, barter, or distribution of medical cannabis, including educating our members regarding compliance with existing State and local laws.
- We pledge that our cultivation and food processing facilities, where edibles are prepared, comply with all relevant federal, state, and local health and safety laws pertaining to the preparation of food for our private collective memberships.

- We pledge to operate a safe and secure environment, including adequate security officers and surveillance that will monitor the grounds and the immediate vicinity to assure that all patrons of the property immediately leave the site and do not consume medical cannabis in the vicinity of any club or any adjacent property or parking lot.
- We pledge to be both proactive and responsive to the concerns of the neighbors and the communities where we operate.
- We pledge to employ the best accounting practices and maintain transparency with the municipalities where we are operating. We believe in paying our fair share of taxes to support the communities, of which we are a vital part.
- We pledge to provide a dignified, professional, and enjoyable place of work for our employees. We pledge to follow all state and federal employment laws as well as our own union contract.
- We pledge to work collaboratively with all community stakeholders to establish a safe, friendly, and dignified industry for the patients of Cannabis in our community that is sustainable, commerce friendly, job producing, tax revenue generating and predictable for the entire local community.

APPENDIX C

ALTERNATIVE DISPUTE RESOLUTION (ADR)

The Union and the Employer agree to work toward the implementation of an Alternative Dispute Resolution program for workers compensation cases during the term of this Agreement.

**UNDERSTANDING
BETWEEN
UFCW LOCAL 5
AND
VHHC LLC/EAGLE EYE**

THIS AGREEMENT is entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 5, hereinafter referred to as the Union, and VHHC LLC/EAGLE EYE, hereinafter referred to as the Employer.

The following understanding will apply to the current Collective Bargaining Agreement which is effective August 15, 2023 through August 15, 2025.

The Parties agree that if either party has made any errors in preparing or proofing this document, all agreements reached between the bargaining parties at the bargaining table will prevail.

FOR THE EMPLOYER:

Julie Germainis
Director of Operations

3/6/24
Date

FOR THE UNION:

[Signature]
SECRETARY - TREASURER

3/5/24
Date

