

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EAZE CALIFORNIA LLC

AND

UFCW LOCALS 5, 135, 324, 770,

TERM OF AGREEMENT January 1, 2025 to January 31, 2028

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This AGREEMENT, becoming effective upon January 1, 2025, by and between Eaze California LLC (hereinafter called the “Employer” or the “Company”) and the United Food and Commercial Workers (UFCW) Union, Locals 5, 135, 324, and 770, hereinafter collectively called the “Union”.

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between the parties and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed.

WITNESSETH:

In consideration of mutual promises and agreements between parties hereto, and in consideration of their mutual desires in promoting efficient conduct in business and in providing for the orderly settlement of disputes between them, the parties to this agreement agree to the following:

SECTION 1: RECOGNITION

- 1.1 RECOGNITION: The Employer recognizes the Union as the sole collective bargaining agency for the appropriate unit consisting of all Delivery Drivers, Fulfillment Warehouse Associates, and Retail Sales Associates in the following California locations: Hometown Heart San Francisco, Hometown Heart East Bay, La Brea, Harborside, Dosist, Eaze Orange County, Fume Cotati, Element 7, Eaze San Diego, Silverlake, and Linc
- 1.2 NEW LOCATIONS: Whenever the Employer acquires additional locations within the geographical jurisdiction in California of UFCW Locals 5, 8,135, 324, 770, 1167 and/or 1428 (UFCW will provide map or information about geographic regions), the Employer will sign a “Labor Peace Agreement” (defined in Section 26001 of the California Business & Professions Code) with the appropriate UFCW local(s) that applies to the new location. The applicable local will obtain proof of majority support and present to the Employer. The Employer will post notice of recognition for forty-five days. Upon recognition of the Union, by the Employer, this Agreement shall be accepted and become operative within 30 days of recognition, subject to ratification by bargaining unit employees at the new location unless either party gives notice of specific provisions which must be negotiated (reopener) within 60 days of recognition.
- 1.3 NEW HIRE: When new or additional employees are needed, the Employer can notify the Union, as one of its sources for new or additional employees. The Union can refer applicants for vacancies to be filled. It will be the sole determination of the Employer as to which applicant(s) will be offered employment.
  - a. The Employer will notify the Union of all new bargaining unit employees hired within fifteen (15) days of their start date of employment.
- 1.4 BARGAINING UNIT WORK: The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement, provided however that non-bargaining unit personal may perform bargaining unit work where necessary for emergencies beyond the control of the Employer and work in the instruction or training of employees. Only, when necessary, may non-bargaining unit personnel perform bargaining unit work for emergencies beyond the control of the

Employer, such as when employees call in sick and short staffing occurs.

Bargaining Unit Work Description: Work not covered under this bargaining unit shall include the site manager and their duties. Work covered under this bargaining unit shall include but not be limited to:

- a. Driving duties to deliver product to customers,
- b. Retail sales of products to customers,
- c. Preparation of orders for customers,
- d. Receiving, processing and stickering of products for customers,
- e. General inventory management performed on-site, to include inventory counts and system adjustments, but excluding off-site inventory management,
- f. Dispatching of customer orders when performed on-site,
- g. General duties performed on-site, including driver equipment management, cleaning and other duties common in a retail environment.

Subcontracting: 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 obligation under this Agreement or for the purpose of reducing the scope of the work covered by this Agreement.

New Jobs: The Employer shall notify the Union at least ten (10) days prior to the creation of any new job classification. Once the Union is given notice, the Parties will negotiate the new wage rate and progressions to be incorporated into the contract. If an agreement is not reached within twenty-one (21) days of the notice, the Parties agree to proceed directly to the arbitration process outlined in Section 8 (Grievance Procedure) of this Agreement.

- 1.5 SEPARATE AGREEMENTS: The Employer may provide salaries, and rates increases more than the rates set forth in Section 17, based on an employee's performance, merit and other factors so long as it is done in a fair and impartial manner.

## SECTION 2: UNION SECURITY

- 2.1 MEMBER IN GOOD STANDING: Every person performing work covered by this Agreement who is a member of the Union on the effective date of this Section shall, as a condition of employment or continued employment, remain a member of the Union. Every person employed to perform work covered by this Agreement shall, as a condition of employment, be a member of the Union, or shall, within a period of thirty-one (31) days (the probationary period still applies for workers who have not passed it) after the effective or execution date of this Agreement, whichever is the later, become a member of the Union.

- a. LMRA: Subject to the provisions of Section 8(a)(3) of the Labor Management Relations Act (LMRA) of 1947, as amended, the Employer shall discharge every person who has failed to comply with the provisions of 3.1. of this Section by the seventh (7<sup>th</sup>) day after which notice of such non-compliance is received and not to again employ or re-employ any person so discharged until he/she is a member of the Union. The Union shall hold the Employer harmless for all actions taken or all expenses incurred as a result of a Union termination request.
- 2.2 DUES CHECK-OFF: The Employer, for its employees, shall for the duration of this Agreement between the parties deduct from the first pay of each month union dues for the current month and promptly remit same to the Union. The initiation fees of the Union shall be deducted by the Employer and remitted to the Union in the same manner as dues collections. No deductions either for dues or initiation fees, shall be made by the Employer unless specifically authorized in writing by the individual employee via document/agreement provided by the Union.
- 2.3 VOLUNTARY AUTHORIZATION: Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee. Authorizations shall be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner.
- 2.4 The authorization shall be automatically renewed or be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement.
- a. Indemnification: The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, losses, damages, costs, liability, or expenses, including, but not limited to, reasonable attorney's fees and expenses, arising from or growing out of the application of this Agreement that it incurs, if at the request of the Union, the Employer wrongfully terminates an employee pursuant to the Union Security Provisions of this Agreement.
- 2.5 SAFETY: Safety postings pertaining to the conduct of employees shall be posted by the Employer in his/her place of business in accordance with applicable law, and the Employer shall maintain a fully equipped first aid kit on the premises.
- 2.5.1 SAFETY COMMITTEE: The Union and the Employer agree to form a safety committee comprised of two (2), bargaining unit employees and up to two (2) members of management. The safety committee shall meet quarterly to discuss concerns in matters of safety and health. Prior to such meeting, the bargaining unit members shall discuss and report back to the full committee recommendations for improvements.
- a. Safety committee responsibilities shall be performed on company time at

the committee member's regular rate of pay for up to 4 hours of paid work per quarter.

- 2.6 **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 and compliantly, and in all instances the Union shall provide no less than four (4) hours advance email notice to Employer of the name, position held with the Union, and anticipated date and time of the site visit, so that Employer can ensure compliance with applicable security rules and procedures governing cannabis industry premises. If there is no exempt employee on site, the union will agree to visit the **next working day of the exempt manager**. The Union Representative shall follow all rules and procedures related to non-employee visits to the facility. The Employer may accompany the Representative in sensitive areas.
- 2.7 **EMPLOYER MEETINGS:** 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.
- 2.8 **BULLETIN BOARD:** The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.
- 2.9 **TIME-OFF FOR UNION BUSINESS:** Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, mediation, or arbitration board hearings, or for other bona fide Union business. In all 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 with consent of the Employer; such consent shall not unreasonably be withheld.
- 2.10 **SHOP STEWARD:** The Union shall be allowed to designate a Shop Steward per location 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.
  - a. **Educational Conference:** The Employer agrees to schedule up to one (1) Shop Steward per location, designated by the Union, a day off, to be paid by the Union at the employee's straight- time rate, to attend an annual education meeting. The parties agree that such time shall not be considered time worked for the purpose of overtime, benefit contributions or other incidents of "time worked". The Union must give the Employer two (2) weeks' advance notice of said meeting.
- 2.11 **JOINT LABOR/MANAGEMENT COMMITTEES:** The Employer and the Union agree to establish a Joint Labor and Management Committee (JLMC) consisting of one (1) designated shop steward from each location, management, and the Union. The JLM will meet twice a year to discuss safety issues or concerns impacting the bargaining unit that are not addressed by this Agreement. The meeting will occur via videoconference and will be a maximum of two (2) hours.

- The Joint Labor/Management committee shall meet within sixty (60) days of ratification to discuss and implement all subsections/sections within Section 6: Seniority of the collective bargaining agreement.

2.12 UNION ORIENTATION: Union representative, or designated Shop Steward will conduct two scheduled fifteen (15) minute orientations during paid time during normal schedule (no overtime) per month for new hires. Shop Steward will also notify their direct manager 48 hours in advance of the scheduled training to ensure such training shall not interfere with business operations of the Employer.

### SECTION 3: NON-DISCRIMINATION

In the hiring of new employees, the Employer agrees that it will give equal consideration to all applicants. The Employer will not harass or discriminate against any individual in any term or condition of employment including, but not limited to, recruitment, selection, compensation, benefits, training, promotion and disciplinary actions on the basis of an individual's race, color, creed, religion, age, sex, sexual orientation, gender identity, national origin, genetic information, disability or veteran status, marital status, union membership or any other basis prohibited by federal, state or local laws.

Americans with Disabilities Act: The Union recognizes the Employer's obligation to make reasonable accommodations to the disability of applicants and/or employees in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended.

Complaints: All complaints of discrimination will be forwarded first to Human Resources in compliance with the Employee Handbook. If the complaint is not adequately addressed by Human Resources, Union members may seek representation through the Union.

### SECTION 4: MANAGEMENT RIGHTS

The management of the Employer's business and the direction of its personnel, including but not limited to: the right to hire, promote, demote, terminate, 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 employees; to establish reasonable rules and regulations is the exclusive right of the Employer subject to the terms of this Agreement. The Employer will be the exclusive judge of its business and the methods, processes, means, and material to be used. Nothing contained in this Agreement will 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. The Employer agrees that changes to the Employer's handbook that would alter terms contained in this Agreement must be bargained before being implemented.

As a condition of this Agreement, the Employer agrees to abide by all legal business requirements of the municipalities in which it operates. Given the nature of the cannabis industry, the Employer and the Union understand the importance of adhering to professional, legal, ethical, and compliant business standards covered in the Employee Handbook. It is understood that the Employer's business is lawful in the state of California, but not lawful under federal law.

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

Legislatively, however, the Union will cover all lobbying obligations pertaining to workers' rights and standards as laws are evolving and introduced throughout the country.

#### SECTION 5: HOURS OF WORK

In the event the application of state or federal Wage and Hour Law, as applied to the delivery of cannabis with the intent of this Agreement, impacts the terms and conditions of employment established herein, the parties shall meet within seventy-two (72) hours of notice to renegotiate certain terms of this Agreement to preserve the intended workweek and the wage rates pertaining thereto.

5.1 WORKWEEK: The workweek shall be defined as 7 consecutive calendar days starting on Saturday and ending on Friday.

5.2 JOB STATUS MEASUREMENT: This section specifies how Job Status is measured. Covered employees will be assigned one of three statuses' irrespective of their role, being Full-Time, Part-Time or Flex-Time. These statuses will initially be determined at the time of hire in writing. As of January 1<sup>st</sup> and July 1<sup>st</sup> of each year, employees will be subject to a status review of average hours worked over the previous six (6) months. Based on the average hours worked per workweek in the previous 6 months, employees will be recategorized into Full-Time, Part-Time or Flex-Time except in the event that a Part-Time or Flex-Time employee wishes to waive movement into a status with more hours. To maintain that status, employees are subject to the availability provisions. Full-Time will be defined as a minimum of 35 working hours per workweek on average. Part-Time will be defined as a minimum of 20 working hours per workweek on average. Flex-Time will be defined as anything below 20 working hours per workweek on average.

5.3 SCHEDULING PRIORITIZATION: This section specifies how work schedules will be populated. Employees will be scheduled for work based on the business needs to meet customer demand for each site. Shifts will be filled based on a two-tier priority structure with Job Status taking priority followed by Total Tenure. Schedules will meet a Job Status minimum for the prioritized group, prior to the next group receiving shifts, so that Full-Time employees get 35 hours in a workweek before Part-Time employees get any shifts and Part-Time employees get 20 hours in a workweek before Flex-Time get any shifts, subject to availability. The Company will prioritize 8 hour shifts but times of high customer demand may require shorter shifts, with a minimum shift length of 4 hours.

5.4 AVAILABILITY: Full-Time status is dependent upon an employee's availability because of the dynamic nature of cannabis delivery. Upon being classified as Full-Time the union and the Employer agree to the following levels of availability required to maintain Full-Time status:

- For the first twelve (12) months of Full-Time status the employee shall be available for a minimum of five (5) days a workweek, including one (1) weekend day to be

scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 7:00am - 11:00pm.

- Employees who have between thirteen (13) and thirty-six (36) months of consistent employment with Employer, shall be available for a minimum of five (5) days a week including one (1) weekend day to be scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 7:00am - 11:00pm. The employee is guaranteed a minimum of two (2) preferred shifts weekly, subject to seniority and availability.
- Employees who have completed thirty-seven (37) months of employment shall be on a minimum of five (5) days a week, including one (1) weekend day to be scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 7:00am - 11:00pm. The employee is guaranteed a minimum of three (3) preferred shifts weekly, subject to seniority and availability.

5.5 REQUEST FOR ADDITIONAL HOURS: Part-Time employees and Flex-Time employees may request to fill all available hours based on seniority provided they are qualified, are available for the hours, and have notified their manager, in writing, of their desire for more hours.

5.6 REPORTING TIME PAY: For each workday when an employee is required to report to work but, for reasons excluding emergencies and reasons beyond the control of the Employer, is not put to work or is furnished with less than half of his/her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at their regular rate of pay.

5.7 SCHEDULE POSTING: Except in municipalities with Ordinances requiring more advanced notice which do not have an exception for collectively negotiated agreement, the Employer shall post a work schedule extending two (2) weeks out for all employees, with confirmation of start and finish of shifts not later than 5:00PM pacific standard time 7 days in advance for the start of the following workweek. In other words, For the workweek starting on Saturday, the schedule must be posted by 5:00PM pacific standard time on the preceding Saturday.

5.8 OVERTIME: For hourly employees, all time worked in excess of eight (8) hours in one workday or forty (40) hours in one (1) workweek shall be paid at the rate of one and one-half (1 ½) times the straight-time hourly rate.

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

5.9 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 one and one-half (1 ½) times the employee's regular straight-time hourly rate for all work performed up to the time said twelve (12) hour period between shifts shall have elapsed.

5.10 MEAL PERIOD AND REST BREAKS: Employees are provided with a meal period and rest breaks in accordance with the law.

- a. Meal Breaks: Employees who work more than five (5) hours in a work period are entitled to an unpaid duty-free meal period of at least thirty (30) minutes in length starting no later than the end of the fifth hour of work. The Company provides employees with the opportunity to take meal breaks in accordance with the law.

Employees who work no more than six (6) hours in a day may waive the meal period upon written agreement between Company and the employee.

Employees are also entitled to take a second thirty-minute meal period after working more than ten (10) hours in a single work period. The Company provides employees with the opportunity to take meal breaks in accordance with the law. Employees voluntarily waive this second meal period if all the following conditions are met:

- Employee has already taken their first meal period; and
- An employee's work period does not exceed twelve (12) total hours.

Unless the preceding conditions are met, Employee may not waive the second meal period.

- b. Rest Breaks: The Company also provides and permits Employees who work at least three and one-half hours in a day a paid net 10-minute duty-free rest period for every four hours of work or major fraction thereof. Employees who work up to six hours in a day may take a second net 10-minute rest period. Employees who work more than 10 hours in a day may take a third net 10-minute rest period. The rest periods should be taken in the middle of each work period to the extent it is practicable to do so.
- c. Administering Breaks: Because of the nature of the Employee's work, it is each Employee's responsibility to ensure their rest periods are taken, as the Company does not have uniform rest periods and many employees are off-site when they take their rest period.

Under California law, you must log out and back in for your meal break on your timeclock. If you fail to record a meal period on your timeclock, or record less than a full meal period, the night manager will confirm that you knowingly and voluntarily chose not to take your full meal period. If this is not true, and you were unable to take your meal or rest periods due to the press of business or other factors outside your control, you are required to notify the night manager before leaving

for the day.

The purpose of breaks is to provide a needed rest during work periods. Thus, breaks may not be accumulated to reduce working hours or to provide time off for personal reasons. Employees are expected to observe assigned working hours and the time allowed for meals and rest periods. The Company does not provide any incentives for and does not encourage any employee to miss their meal or rest periods.

- 5.11 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.
- 5.12 FREE TIMING: An employee will be terminated for a willful violation of the provisions of this Agreement by an employee working off the clock (“free time”).

#### SECTION 6: SENIORITY

- 6.1 DEFINITION: Seniority shall be defined to equal Total Tenure from Section 17. Where Total Tenure is equal, seniority will default to the start of employment with Eaze California LLC. If a dispute arises between Employer and Union on the question of original date of hire with Employer, one of the following documents shall be accepted to confirm start date:

- Original Offer letter from Employer
- Email to confirm hiring of individual or onboarding date From Employer.

- 6.2 PROBATION: New employees shall serve a probation period of ninety (90) calendar days. During this period, Employees shall be 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. Employees hired during January 2025 will not be required to serve a probationary period.

- 6.3 LAY OFF: When it becomes necessary to reduce staffing levels in the form of layoffs, Total Tenure shall govern where fitness and ability are substantially equal by work location. In order to maintain the appropriate balance of Full-Time, Part-Time and Flex-Time employees per site, as part of the staffing reduction, employees may be shifted to a different status while respecting seniority. Employees whose status is changed by a layoff may elect to be laid off in lieu of a status change. Should an issue arise regarding the application of seniority where employees are hired on the same day, the last four (4) digits of the employee’s social security number (on record with the Employer) shall be used as the impartial tie breaker with the highest number designating the senior employee.

Notice: Employer will abide by all state and federal requirements for notice in the event of a layoff.

- 6.4 RECALL: Laid off employee(s) shall be recalled in the reverse order of layoff within classification prior to the hiring of new employees so long as they possess the skills and ability to do the job or learn the job. Seniority shall not apply to any employee until the

employee has completed the probationary period.

## SECTION 7: DISCIPLINE AND DISCHARGE

7.1 JUST CAUSE: The Employer may discharge or suspend any employee for cause. The following list includes some of the actions that will result in termination of employment for cause, regardless of when the offense occurs and without progressive discipline:

1. No show/no call for 3 or more consecutive shifts.
2. Falsification of time/attendance records.
3. Arriving for a shift in an impaired condition or any condition which makes operating a vehicle not safe.
4. Selling other products while on a shift.
5. A change in Driving Record that results in an additional two (2) or more points on their driving record within a three (3) month period.
6. The driver is not insurable under the Company's policy requiring personal auto insurance.
7. In the first 90 days of employment.
8. Stealing or taking any Company property without authorization.
9. Engaging in bullying, harassment, or discriminatory behavior.
10. Egregious unsafe conduct that could lead to injury.

7.2 WRITE-UPS: In a case where an employee is issued a warning for misconduct, but not discharged or suspended, the Employer will make a written record of such warning and provide a copy for the employee, with an additional copy sent to the Union at the Union's request. All write-ups will expire after nine (9) months of issuance. Discipline will generally be issued in the following "progressive" manner:

- Documented Verbal Warning
- Written Warning
- Final Written Warning
- Termination

Notwithstanding the above, the category of discipline to be issued will be determined by considering the nature, severity, and circumstances surrounding the Employee's infraction, in the Employer's sole and reasonable discretion. Steps can be skipped entirely or repeated. The above steps are outlined for the general purpose of the Employee's ability to understand the potential path of progressive discipline. The Union retains the right to grieve the discipline issued. A letter or notice will be given to the employee setting forth the reason for his/her discharge or suspension. A copy shall be sent to the Union within two (2) business days.

WARNING NOTICE: Prior to any suspension related to progressive discipline, a suspension letter will be issued with a copy sent to the Union. The Union reserves the right to protest any warning preceding suspension.

- 7.3 DISCIPLINE WHICH MAY LEAD TO SUSPENSION OR TERMINATION: In all disciplinary meetings that the Employer believes might lead to suspension or termination, the Employer shall notify the affected employee that he/she has the option to request Union representation at the interview. Employees have a right to object to warnings they believe are unjust, following the procedures outlined in Section 8 (Grievance Procedure) of this Agreement.
- 7.4 SERIOUS INFRACTION: No warning notice will be necessary if the cause of discharge or suspension is for serious infractions such as but limited to, dishonesty, insobriety, insubordination, workplace violence, destruction of the Employer's property or putting the Employer's cannabis business license at risk, including any pertinent permits and licenses could result in an immediate suspension and/or termination.
- 7.5 PROTEST: Any employee may request an investigation of his/her discharge or suspension and the Union may have the right to protest the discharge or suspension. Any such protest must be presented to the Employer in writing within ten (10) calendar days after the discharge or suspension and if not presented within such period, the right of protest will expire. The Union reserves the right to grieve suspensions and terminations.

#### SECTION 8: GRIEVANCE PROCEDURE

- 8.1 In the event of a dispute over the interpretation or application of this Agreement or the rights and duties of the Parties or covered employees with respect to any matter addressed in this Agreement, it is intended that the below procedure below shall be exclusively followed:

When a grievance arises, the employee shall attempt first to settle the matter via their immediate supervisor, Human Resources, or other internal Company resources. If this is unsuccessful, the representative of the Union can be called so that the matter may be settled without loss of time to either party.

- a) If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union can, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute, or disagreement.
- b) In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union all wage data concerning the same.
- c) Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance.
- d) Regardless of the date of filing, the employee will be eligible to receive the full back pay to which the employee is entitled for a valid grievance and

shall be collectable over a period of time covering two (2) months or back to the effective date of the Agreement, whichever is more.

- e) Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of a, b, c, d above.

8.2 MEDIATION: Any discharge or dispute that cannot be resolved under the provisions of Subsection 8.1 may be referred by mutual agreement to JAMS, AAA, or a similar service, in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to non-binding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Subsection 8. 1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

8.3 ARBITRATION: If a dispute or discharge is not resolved by the provisions of the Subsection 8.1 and Subsection 8.2 (Mediation), either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

- a) A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the applicable service provider for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains; that person shall be the one (1) to hear and decide the grievance.
- b) The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred, and render a decision as soon as possible.
- c) Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.
- d) There shall be no recourse to any other method of settlement or court of law, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.
- e) The decision of the arbitrator shall be final and binding upon all parties to the dispute. By entering this Agreement, the Union, the employees and the Employer give up their right to have any dispute heard by a jury or a court of law, subject to subsection d above.

8.3.1 STATUS QUO: During the period of adjustment or arbitration, as provided in this section, the conditions in effect at the same time as the notification of the claimed grievance shall continue in effect pending final decision.

- 8.3.2 LIMITATIONS ON ARBITRATOR: The arbitrator shall not have the right to modify, amend, delete or add to any of the terms of this Agreement.
- 8.3.3 TIME LIMITS: The time limits set forth above shall be mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by written, mutual agreement.

## SECTION 9: LEAVE OF ABSENCE

### 9.1 BEREAVEMENT LEAVE

Eligibility: All covered employees are eligible for bereavement leave upon completion of thirty (30) days of employment. Eligible employees may take up to five (5) days of bereavement leave in the event of the death of the employee's spouse, child (including step-children), parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave will be unpaid, except as provided for below:

IMMEDIATE FAMILY: Full-Time employees will receive bereavement leave as follows: up to five (5) days paid leave in the event of the death of the employee's spouse, child, stepchild, or domestic partner, parent, sibling, or grandchild. Part-Time employees and Flex-Time employees will be eligible for up to two (2) days paid leave under the same circumstances. Part-Time and Flex-Time employees taking paid bereavement leave under this Paragraph will be paid for scheduled hours not worked on account of the bereavement leave. Part-Time and Flex-Time employees taking bereavement leave of more than two (2) days may use accrued vacation or sick leave to cover the unpaid portion of the bereavement leave.

The need for leave should be reported to the employee's site manager or HR Director.

- 9.2 JURY DUTY: The Company encourages all employees to fulfill their civic duties. To that end, all employees will be allowed leave to serve on a jury, if summoned and will provide documentation of service, upon request. Unless applicable law applies, all Full-Time employees will receive full pay for up to ten (10) days of jury duty at the daily average hours worked in the week immediately preceding jury duty. Part-time employees will be eligible for up to five (5) days of paid leave, to be calculated in the same fashion. The Employer may request that you give a copy of employee's summons notice as soon as they receive it, so that the Employer may keep it on file.

Jury duty can last from a portion of a single day to several months or more. During this time the Employee will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if they were working. While serving on jury duty, they are expected to call in to their manager periodically to keep him or her apprised of your status.

- 9.3 PARENTAL LEAVE: A Full-Time employee with at least one (1) year of continuous employment shall be eligible for up to six (6) weeks of paid parental leave, provided they also meet FMLA eligibility criteria and submit proper documentation of birth or adoption of a child.

- 9.4 VOTING: The Company encourages all employees to vote and will give each employee up to two hours' time off in order to do so in the event that the employee is scheduled during a voting day such that they are unable to vote during off-work time.

Employees will be allowed a maximum of two hours of time off from work to vote in an election day. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting. When requesting time off to vote an employee requesting time off to vote shall give their supervisor and Human Resources at least two working days' notice.

The employee will be required to demonstrate that they cast a ballot on election day at an actual polling place in order to receive schedule adjustments related to voting.

- 9.5 UNION LEAVE OF ABSENCE: An employee in good standing with the Employer, whose acceptance of employment with the Union takes Employee from Employee's employment with the Employer, shall, upon written request to the Employer by the Union, receive a leave of absence for the period of Employee's 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, they shall be reemployed at work similar to that in which they were engaged immediately prior to her or his leave of absence. During the period of the authorized unpaid leave of absence, the Union shall be obligated to make insurance and/or retirement plan contributions, to the extent enrolled, on behalf of the involved employee. This will be limited to one (1) Employee per location.
- 9.6 PERSONAL LEAVE: Personal Leaves of absence without pay may be granted at the Employer's sole discretion upon written request by the employee for a period no longer than thirty (30) cumulative days in any one (1) calendar year with mutual agreement by the Employer. Such leaves will be for bona fide reasons. All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) days upon extenuating circumstances and with mutual agreement by the Employer.

#### SECTION 10: SICK LEAVE

- 10.1 ELIGIBILITY: All employees who work in California thirty (30) or more days within a year are eligible for sick leave under this policy.
- 10.2 ACCRUAL AND CARRYOVER: Accrual begins on the first day of employment. All eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Accrued and unused leave under this policy will carry over each year but accrual will be capped at one hundred (100) hours. Once the employee reaches the cap, paid sick leave will cease to accrue until the earned but unused sick leave falls below the cap, at which time it will begin accruing again at the normal rate. Unused sick pay is not paid out upon separation of employment.
- 10.3 USE: Eligible employees may begin to use paid sick leave under this policy beginning on

the ninetieth (90<sup>th</sup>) day of employment. Sick leave must be used in one (1) hour increments. Employees may use paid sick leave to care for sick children, parents, and spouses and to apply for unpaid FMLA leave, if qualified. If the need for sick leave is foreseeable, an employee must provide reasonable advance notice to his or her manager. If the need is not foreseeable, the employee must provide notice as practicable.

Leave under this policy will run concurrently with unpaid leave taken under other applicable policies as well as under local, State or Federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA). For absences of more than three (3) consecutive workdays due to medical reasons, employees should contact the Human Resources Department for information regarding short-term disability benefits and/or medical leave of absence. Paid sick leave will not be considered hours worked for overtime purposes and will not be used for calculating overtime pay. If you are on leave under this policy, paid sick leave will not accrue during the leave of absence.

Leave under this policy may be used for an employee, his or her family member's diagnosis, care or treatment of an existing health condition, or preventative care, or as otherwise permitted by law.

"Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of age or dependency status and who are biological, adoptive, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) parent (defined as a biological, adoptive, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), or legal guardian or ward, sibling, and as otherwise defined by applicable law.

Leave under this policy may also be used by employees who are the victims of domestic violence, sexual assault, or stalking to seek aid, treatment, or related services of a domestic violence shelter, program, or rape crisis center, or take other actions to increase his or her safety or the safety of his or her child. In addition, employees may use sick under this policy for purposes contemplated by and consistent with the California Kin Care Law, Labor Code Section 223.

- 10.4 SEPARATION FROM EMPLOYMENT AND REHIRE: Unused time under this policy is not paid out at the time of separation from employment. If an employee is rehired within one (1) year of his or her separation from employment, the employee will receive back all accrued, but unused, sick leave the employee had at the time of separation and will be eligible to use that as of the date of rehire.

## SECTION 11: HOLIDAYS

- 11.1 HOLIDAYS: The following days shall be recognized as holidays for those employees who are required to work on the actual holiday, they will receive pay according to Holiday Pay Provision:

New Years Day	Thanksgiving Day
Martin Luther King Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	

If the Employer elects to open on any of the named holidays in this Agreement (other than Employee's birthday, which is addressed separately below), shift assignments shall be staffed first with volunteers. If more employees volunteer than needed, shift assignments shall be by seniority. If there is an insufficient number of volunteers at a work location, qualified employees will be required to work on the holiday by reverse seniority, except for those employees that are not available based on previously approved PTO.

- 11.2 HOLIDAY PAY: Employees may elect to utilize accrued paid vacation for each holiday as defined above.

If a non-exempt employee works on a Company-observed holiday, the employee will receive 1.5 their regular rate of pay for all hours worked.

- 11.3 FLOATING OPTIONAL HOLIDAYS: Employees shall receive pay for two Floating Optional Holidays, to be used for Employees' birthdays, religious observances, or cultural events, as if worked. Each employee shall give the Employer notice of their preferred Floating Optional Holidays at least thirty (30) days prior to the day they wish to observe their Floating Optional Holidays.

Floating Optional Holidays are not subject to the "Holiday Pay" provisions and are treated as regular paid time off.

## SECTION 12: VACATION

- 12.1 ACCRUAL: All union Employees shall begin accruing paid vacation benefits on the first day of employment and can begin taking accrued vacation ninety (90) days after beginning employment. Paid vacation time no longer accrues once accrued and unused time reaches a level of 1.5 times the then-applicable maximum annual accrual amount. Once that point is reached, employees will not accrue any additional paid vacation until they take time off to bring the accrued but unused time below the carryover cap. When an employee's accrued vacation balance drops below the carryover cap, they will begin to accrue vacation again. Accrued but unused vacation at the end of the calendar year carries over to the next year subject to the carryover cap. Employees will not be paid wages in lieu of additional vacation hours they might have accrued but for the carryover cap.

Length of Service	Annual Time Off	Accrual per Hour Worked	Carryover Cap
Upon Hire – 12 mos.	One (1) week/ 40 hours	.02 hours	40 hours
13 mos. – 36 mos.	Two (2) weeks/	.0385 hours	80 hours

	80 hours		
37 mos. +	Three (3) weeks/ 120 hours	.058 hours	120 hours

- 12.2 **SELECTION:** Vacation time can be requested electronically through the Employer’s time and attendance system.
- 12.3 **USE:** Vacation may be used by employees for any reason subject to the reasonable scheduling needs of the Employer. Employees shall give at least two (2) weeks’ notice of the intent to take vacation, except in cases of emergency or illness. If more employees request time off concurrently and both cannot be accommodated to satisfy customer demand, seniority shall prevail. If requests are not concurrent, leave shall be granted on a first-come first-serve basis.
- 12.4 **PAY:** Vacation pay shall be paid at employee’s straight hourly pay at the time vacation is taken and paid in the pay period for the time the vacation is taken. Employees shall be paid for any accrued and unused vacation days when their employment terminates at the employee’s straight hourly rate of pay in effect at the time of termination of employment.

SECTION 13: EMPLOYEE DISCOUNT

It is the Employers policy to provide California employees with \$25 user credits on the eaze.com marketplace each calendar month and will be credited by the 15<sup>th</sup> day of the following month. These credits roll over to the following month(s) and are capped at \$150. Employees are eligible for these credits on the first calendar month after 90 days of continuous employment. These credits will expire at separation and cannot be cashed out.

SECTION 14: CELL PHONE POLICY

The Company may require the use of a personal cell phone. If the company requires the use of a personal cell phone, the Company will offer Full-Time Drivers a \$75 monthly reimbursement for use of personal device. Part-Time Drivers shall be offered \$35 monthly for these purposes. Other Full-Time and Part-Time unit employees shall be reimbursed at the rate of \$50/month and \$25/month, respectively if the company requires the use of a personal cell phone. Flex-Time employees shall be offered \$10/month for these purposes. In lieu of offering a monthly cell phone stipend, the Company may require use of a Company cell phone by all individual employees.

You are expressly advised that in order to prevent misuse, Eaze California LLC reserves the right to monitor, intercept, review, and remotely wipe, without further notice, all Eaze California LLC content, including personal content from personal electronic devices, in the Company’s sole discretion and consistent with legal requirements as it relates to any investigatory matters with the Employee.

This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and uses of the device, whether the device is in your possession or in the Company’s.

Therefore, you should have no expectation of privacy in any Company content except were protected by law. While the Company will provide advance notice to you and the Union, when possible, if the device must be wiped, it is your responsibility to regularly back up your personal content so that you do not lose personal information.

The Company may also make and preserve copies of Company content at the Company's sole discretion, for a period after those copies are created and may delete those copies from time to time without notice. The Company may obtain and disclose copies of any Company content for litigation, investigations, and as otherwise required by law.

Employees are required to observe all laws and regulations governing the use of cell phones while operating a vehicle.

#### SECTION 15: MILEAGE REIMBURSEMENT RATE

When using a personal vehicle to perform work for the Company, mileage will be reimbursed at \$.45 per mile. This amount has been negotiated to fully cover all expenses attributable to the use of a personal vehicle. Employees seeking reimbursement must comply with Company policies regarding the documentation and reporting of miles for reimbursement. During the term of this Agreement, the per mile reimbursement rate will be indexed to the IRS Business Miles rate on a percentage basis. For example: the 2025 IRS Business Miles rate increased from \$0.67 per mile to \$0.70 per mile on January 1, 2025 - an increase of 4.478 percent. Any changes to the IRS Business Miles rate after January 1, 2025 will trigger a proportional adjustment to the baseline rate of \$0.45 rounded to the nearest cent.

#### SECTION 16: HEALTH AND WELFARE

The Employer will provide health and welfare plans with a monthly employer contributing \$300 per month for employees participating in a healthcare plan.

#### SECTION 17: WAGES

- 17.1 BASE RATE: The Base Rates referred to in the wages table below are defined as the greater of the city, country or state minimum wage in effect at each location as of January 1, 2025.
- 17.2 TOTAL TENURE: Total Tenure in the Wages Table below will be defined as the sum of Base Tenure and Credited Prior Experience. Base Tenure is the continuous period, measured in days from the employee's Hire Date with the company to present date, rounded down to the nearest month. Credited Prior Experience, measured in months, will be agreed upon in writing at the time of hiring Credited Prior Experience will be awarded to individuals with documented experience in a similar role to the one being hired for. Credited Prior Experience will be determined by the employer for full time equivalent experience in a role within the cannabis industry, either managing inventory or operating as an on-demand delivery driver. Expectations for employees will be defined by their Total Tenure category, with employees of higher Total Tenure being able to perform increasing tasks of responsibility.

17.3 TOTAL TENURE CAPABILITIES: As Depot and Retail staff build Total Tenure, the expectation is that their qualifications and functional abilities increase as well. The Employer will provide adequate training on the job to support staff in achieving the next level as they progress in Total Tenure.

- a) Fulfillment, Depot and Retail Staff 6+ Months: Depot and Retail Staff with greater than 12 months of Total Tenure are expected to be able to: Organize and distribute driver equipment
- b) Fulfillment, Depot and Retail Staff 12+ Months: Depot and Retail Staff with greater than 24 months of Total Tenure are expected to be able to: Cash handling to include safe audits; inventory management to include counts, system adjustments and receiving orders; training of newer staff.
- c) Fulfillment, Depot and Retail Staff 24+ Months: Depot and Retail Staff with greater than 36 months of Total Tenure are expected to be able to: Act as the ‘Manager on Duty’ (MOD) when the site manager is not present. MOD responsibilities include locking and unlocking the facility, initiating staff corrective actions for the Manager to review and execute, ensuring all standard operating procedures are being followed, initiating support tickets as needed.

17.4 WAGE TABLE

<b>Driver Staff</b>			
<i>Total Tenure (months)</i>	<i>January 1, 2025<sup>1</sup></i>	<i>January 1, 2026</i>	<i>January 1, 2027</i>
0-5	Base +\$0.25	Base +\$0.25	Base +\$0.25
6-11	Base +\$0.75	Base +\$0.75	Base +\$0.75
12-23	Base +\$1.00	Base +\$1.00	Base +\$1.00
24-35	Base +\$1.75	Base +\$1.75	Base +\$1.75
36+	Base +\$2.50	Base +\$2.50	Base +\$2.50
<b>Fulfillment and Retail Staff</b>			
<i>Total Tenure (months)</i>	<i>January 1, 2025<sup>2</sup></i>	<i>January 1, 2026</i>	<i>January 1, 2027</i>
0-5	Base +\$1.75	Base +\$1.75	Base +\$1.75
6-11	Base +\$2.25	Base +\$2.25	Base +\$2.25
12-23	Base +\$2.50	Base +\$2.50	Base +\$2.50
24-35	Base +\$3.25	Base +\$3.25	Base +\$3.25
36+	Base +\$4.00	Base +\$4.00	Base +\$4.00

<sup>1</sup> If ratified by 2/7/25.

<sup>2</sup> If ratified by 2/7/25.

**Tips and Gratuities:** Tips and gratuities are the sole property of the employee who receives them. The employer will pay tips under its control to employees.

#### SECTION 18: NO STRIKE OR LOCKOUT

- 18.1 The Union agrees that neither it nor any of its officers, representatives or members will call, instigate, participate in or condone any strike, walkout, sit-down, slowdown or other stoppage, or interfere with the normal work operation, and the
- 18.2 Employer agrees that there shall be no lockout during the term of this Agreement. It is expressly understood that Shop Stewards and their Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Shop Stewards and shall not hold the Union liable for any unauthorized acts, provided the Union shall make every effort upon request of the Employer to end such unauthorized action by the Shop Steward, or the membership.
- 18.3 The Union recognizes that the Shop Stewards, by virtue of their position, have an obligation as representatives of the Union to make every affirmative effort, upon the request of the Employer, to end any unauthorized action by the membership in violation of this Section. The Employer, in recognizing such limitations, shall have the authority to impose proper discipline in the event a Shop Steward has taken unauthorized strike action or any other action interrupting the Employer's business in violation of this Agreement. The Union reserves the right to remove any Steward or Alternate at any time for the good of the Union.

#### SECTION 19: SAVING CLAUSE

- 19.1 In the event that any portion of the Agreement is invalidated by the passage of legislation or an award of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

#### SECTION 20: TERM OF AGREEMENT

- 20.1 This Agreement shall go into effect on January 1, 2025 if and continue in full force and effect until January 31, 2028. It is further agreed and understood that on expiration of the contract, this Agreement shall automatically be renewed for one year from such date and thereafter upon the anniversary of the effective date, without further notice, provided that either party may open this Agreement for the purpose of discussing changes or revisions in this Agreement by giving at least sixty (60) calendar days' notice in writing prior to expiration date.

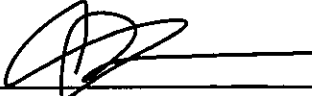
#### SECTION 21: SUCCESSORSHIP

- 21.1 This Agreement will be binding upon the Parties hereto and their successors, administrators, executors and assigns. The Parties will not use any sale, transfer, lease, assignment, receivership, or bankruptcy to evade the terms of this Agreement.

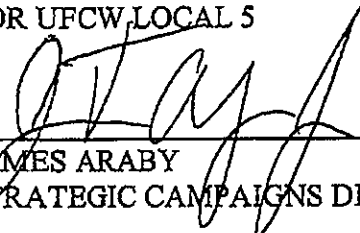
21.2 In the event of a sale, merger, or transfer of all or substantially all of the Employer's business or assets, the Employer agrees to:

- a. Notify the Union in writing within fifteen (15) days of the effective date of such transaction.
- b. Provide the Union with the name and contact information of the acquiring entity.

FOR THE EMPLOYER

  
\_\_\_\_\_  
CORY AZZALINO  
CEO

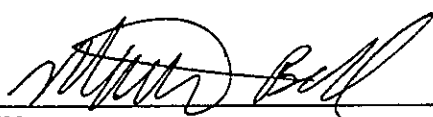
FOR UFCW LOCAL 5

  
\_\_\_\_\_  
JAMES ARABY  
STRATEGIC CAMPAIGNS DIRECTOR

FOR UFCW LOCAL 135

  
\_\_\_\_\_  
ITS: Secretary Treasurer

FOR UFCW LOCAL 324

  
\_\_\_\_\_  
ITS: Secretary Treasurer

FOR UFCW LOCAL 770

  
\_\_\_\_\_  
ITS: President