



**Collective Bargaining Agreement
Between**

Embarc Martinez LLC

And

**United Food and Commercial
Union Local 5**

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Witnesseth

This Agreement is made and entered into by and between Embarc Martinez LLC, hereinafter referred to as the "Employer," and UNITED FOOD AND COMMERCIAL WORKERS UNION 5, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union."

SECTION 1- RECOGNITION

- 1.1 RECOGNITION:** The Employer hereby recognizes the Union as the sole collective bargaining agent for an appropriate unit consisting of all full-time and regular part-time employees of the Employer working at the Embarc Martinez, CA store or at another store in accordance within Union's jurisdiction. Excluded from the unit are guards, supervisors, managers, and confidential employees within the meaning of the National Labor Relations Act (NLRA) and employees covered by the Agricultural Labor Relations Act (ALRA), as amended. The parties agree to bargain over wages of any newly created classification that is within the scope of the bargaining unit and not listed in Section 15 of this Agreement. Wages and benefits for each new store will be subject to individual bargaining.
- 1.2 NEW HIRE:** When new and additional employees are needed for bargaining unit positions, the Employer shall notify the Union, as one of its sources for such new and additional employees. The Union shall have the opportunity to refer applicants for vacancies to be filled. It shall be the sole determination of the Employer as to which applicant(s) shall be offered employment.
- The Employer will notify the Union of all new bargaining unit employees hired within fourteen days of their employment.
- 1.3 BARGAINING UNIT WORK:** The work covered by this Agreement shall be performed only by members of the Bargaining Unit and such work shall consist of all work and services connected with the onsite handling or selling of all merchandise offered for sale in the Employer's retail store but excluding the non-retail positions. Employees not in bargaining unit positions shall only perform bargaining unit work in cases of emergency or due to reasonable issues out of the control of the Employer.
- 1.4 INDEMNIFICATION:** The Union agrees to indemnify and hold the Employer harmless from and against 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.

- 1.5 **UNION SECURITY:** It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31^s) day following the beginning of such employment, become and remain members in good standing in the Union.

"In good standing" for the purposes of this Agreement is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applies uniformly to all employees covered by this Agreement.

In any jurisdiction without an applicable "Right to Work" law, any employee retained by the Employer for more than the probationary period of sixty (60) days must become and remain a member of the Union as a condition of employment.

SECTION 2 - DUES CHECKOFF

- 2.1 **DUES DEDUCTION:** The Employer agrees to deduct uniform monthly dues, initiation fees, political contributions and assessments as determined by the Union and agreed to by the employees, on a regular basis from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization for such deductions. 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. No deduction will be made from the wages of any employee until the Employer has received a signed copy of voluntary written authorization for such deductions.
- 2.2 **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. 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.
- 2.3 **INDEMNIFICATION:** The Union shall indemnify and hold the Employer harmless from all actions resulting from the implementation of this provision. However, mistakes by the Employer shall be immediately corrected by the Employer upon notification from the Union.

SECTION 3 - HOLIDAYS

- 3.1 The Union recognizes that the Employer is open for business every day of the year and that holidays are of special importance to the Employer's business.
- 3.2 Holiday workweeks will be scheduled by seniority preference with inverse seniority used for staffing in the event an insufficient number of employees volunteer.

- 3.3** Subject to the requirements of Subsection 3.4, when required to work the following holidays, employees shall be paid at time and one-half (1 1/2): New Year's Day, Martin Luther King Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 3.4** HOLIDAY WEEK: Any employee who has reported for work on their scheduled working day immediately preceding and their scheduled working day immediately following a recognized holiday, except when permission to be absent has been granted by the Employer or when the absence is due to a bona fide illness of the employee, shall be paid at the holiday rate. It is understood that in order to qualify for holiday pay an employee must work at least one (1) workday during the week in which the holiday falls.

SECTION 4 - VACATION

- 4.1** An employee covered by this Agreement will be granted vacation with pay each year on their anniversary date, based on their continuous years of service with the Employer as follows:

YEARS OF SERVICE	VACATION	ACCRUAL RATE (PER WEEK)
1 - 3 YEARS	80HRS	1.538
4 - 6 YEARS	120HOURS	2.30
?+ YEARS	160HOURS	3.07

- 4.2** Vacation time accrual begins on the employee's hire date. Vacation time does not accrue during personal leaves of absence, unpaid time off, or periods of administrative leave. Employees are not eligible to use paid vacation until the first month following sixty (60) days of continuous employment. An employee may carry over unused vacation and accrued vacation hours to the following year, but the total hours accumulated may not exceed the amount equivalent to one and one half times the employee's current annual accrual. An employee who has accrued maximum vacation hours will not accrue additional hours until some of the employee's accumulated hours are used or the employee's maximal annual accrual increases.

- 4.3** The Employer will post vacation sign-up sheets each year and vacations will be selected based on seniority for the period from April 1st through the following March 31st. The approved vacation schedule shall be posted by April 1st of each year.

Vacation scheduling will be done in two (2) rounds, each in seniority order. During the first round, no employee may select more than one (1) week of vacation time before other employees have had an opportunity to select. The deadline to select the first week will be

February 1st. During the second round, each employee may schedule the entire balance of their vacation eligibility.

Vacation scheduling will be done in rounds to ensure that, to the greatest extent possible, each employee will have an opportunity to schedule some vacation time during the summer months. The selection of vacation periods must be completed by March 1st of each year. The Employer shall reserve the right to designate the number of employees that may be on vacation at any time, but in no event less than one (1) employee in any, one (1) week.

- 4.4 Whenever a holiday falls during a vacation period of an employee, such day will be considered a holiday and not a vacation day.
- 4.5 At the end of any given calendar year, an employee may request a pay out of up to forty (40) hours of accrued and unused vacation provided that they maintain at least forty (40) hours of vacation in their bank. This request must be submitted in writing by the employee no later than December 15th of the calendar year. It shall be paid out on the first (1st) week of the following year.
- 4.6 Upon termination and in accordance with California State law, the Employer agrees to pay out all vacation hours accrued at the time of resignation or termination.

SECTION 5 - SICK LEAVE

- 5.1 The company provides paid sick leave to all employees. The sick leave year runs from January 1 through December 31. Eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Upon the 60th day of employment, employees may begin to use accrued sick leave, up to a maximum for full-time employees of forty (40) hours or five (5) days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours. Paid sick leave banks cap at forty (40) hours. All sick leave balances will be forfeited upon separation from the Employer. To the extent permitted by law, the parties knowingly and intentionally waive any state or local sick pay law for bargaining unit employees.
- 5.2 Leave under this policy may be used in connection with diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. "Family member" for purposes of this section includes spouse, registered domestic partner, child (regardless of child's age) parent, grandparent, grandchild, or sibling. Leave under this section may also be used if the employee's place of business is closed by order of a public official due to a public health emergency. Additionally, leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, obtain services of counseling or other mental health issues. For absences of more than three (3) consecutive workdays, the employee must provide reasonable documentation at the employer's request.

The dollar amount of employee's sick pay is based on their base hourly rate.

Employee's requesting time off under this policy must provide at least one (1) weeks' notice if the need for leave is foreseeable. Where the need for paid sick leave is unforeseeable, the employee must provide notice as soon as practicable.

SECTION 6 - CIVIC DUTY

- 6.1** JURY DUTY: An employee shall immediately notify their Employer upon receiving a call for jury duty.

When a full-time employee is required to serve on a petit jury, 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 five (5) days. Such an employee must report for work whenever their presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement. 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.

- 6.2** PAID CIVIC DUTY: The Union and the Employer encourage civic participation. As an incentive to participate in the election process, employees scheduled to work on election day shall be offered up to two (2) hours paid for the purpose of voting only. Employees must notify management in writing within two (2) weeks of election or early voting date that they intend to participate. Employee must show some formal proof of voting to receive pay. Employees may also request time off, with pay, for participating in Company approved volunteer opportunities. To receive time off for volunteer hours, an employee must get advanced approval from management regarding the opportunity and all volunteer time off is capped at 24 hours per year, or as expressly stipulated in the municipal operating agreement. This benefit is not guaranteed and does not accrue or carry over and is not paid upon termination.

- 6.3** 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 reemployment of persons entering military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

SECTION 7 - FUNERAL LEAVE

- 7.1** An employee is eligible for paid funeral leave upon completion of the employee's first (1st) year.
- 7.2** Leave days are for the purpose of arranging for and attending the funeral of a covered family member. Employees will receive funeral pay as follows: Five (5) days paid leave

in the event of the death of the employee's spouse, child, stepchild, or cohabitating significant other or domestic partner; three (3) days paid leave in the event of the death of the employee's parents, siblings, grandchild, grandparents, and current in-laws (mother, father, sister, brother).

SECTION 8 - DISCHARGE OR SUSPENSION

- 8.1** **JUST CAUSE:** The Employer may discharge or suspend any employee for "just cause." A letter or notice will be given to the employee setting forth the reason for their discharge or suspension. A copy shall be sent to the Union.
- 8.2** In a case where an employee is warned 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 a copy sent to the union.
- 8.3** **PROGRESSIVE DISCIPLINE:** The principle of progressive discipline shall apply except in the case of a serious infraction as defined in Subsection 8.5. An employee subject to progressive discipline will receive a written warning for the first offense, a three (3) day unpaid suspension for the second offense and discharge for the third offense.

Additionally, employees are subjected to the following time and attendance policies. Violation of these time and attendance policies are subject to the following disciplinary actions: Union TA 9.14.21

Tardiness (based on a ninety (90) day period)

- First tardy- Verbal Warning
- Second Tardy - written warning
- Third Tardy - Final Written warning
- Fourth Tardy-Termination

No Call No Show (Non-medical related, in a calendar year)

- First No Call No Show- Final Warning
- Second No Call No Show-Termination

An employee is absent from work for three (3) consecutive workdays without reporting to management shall be deemed to have abandoned their position and voluntary quit without eligibility to be rehired, unless such a failure to report is due to serious proven medical reasons satisfactory to Employer.

- 8.4** **INTERVIEWS:** In all disciplinary interviews and in the issuance of written warnings, the Employer knows to make a reasonable effort to assure that the affected employee understands the process and that they have 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 9 (Grievance Procedure) of this Agreement.

- 8.5 SERIOUS INFRACTION:** No warning notice will be necessary if the cause of discharge or suspension is for a serious infraction. Examples of serious infractions include dishonesty, theft, recklessness, use of unauthorized drugs, or gross misconduct.
- 8.6 WARNING NOTICE:** Written warnings need not be processed beyond the Union filing a grievance in order to preserve the Union's right to challenge the warning if it is used as progressive discipline in the future.
- 8.7 DISCIPLINE & DISCHARGE:** Any employee may request an investigation of their 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) business days after the discharge or suspension and if not presented within such period, the right of protest will expire.
- 8.8 WAGE AND HOUR CLAIMS:** This Agreement hereby incorporates all provisions of the California Labor Code which are subject to redress under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Any violations of such provisions will be subject to redress solely through the Arbitration and Grievance procedure set forth in Section 9 (Grievance Procedure). The arbitrator may award any and all remedies otherwise available under the California Labor Code, except penalties payable to the Labor and Workforce Development Agency.
- 8.9 BUSINESS LICENSE:** Notwithstanding any of the prior sections, noncompliant activity putting the Employer's cannabis business license at risk, including any pertinent permits and licenses, will result in an immediate termination.

SECTION 9 - GRIEVANCE PROCEDURE

- 9.1 GRIEVANCE:** For the purpose of this Agreement, a grievance is a dispute, difference of opinion between the parties, and grievances of employees involving or arising out of the meaning, interpretation, application, or alleged violation of this Agreement, including the arbitrability of all such matters. In the event of a grievance over the interpretation of this Agreement, the following procedure may be followed:
- (a) When a grievance arises, the employee may attempt first to settle the matter with their immediate supervisor. 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. Either the Union Representative or the employee shall have the option to bring a grievance to the attention of the Employer, in writing, within ten (10) business days of the knowledge of the facts giving rise to the grievance. A response will normally be provided within five (5) business days.

- (b) 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.
- (c) In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union all wage data concerning same. The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of written notice from the Union, of such claim.
- (d) 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. If grievance is valid, employee is entitled to full back pay regardless of when grievance was filed.
- (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), and (d) above.

9.2 **MEDIATION:** Any discharge or dispute that cannot be resolved under the provisions of Subsection 9.1 may be referred by mutual agreement to the Federal Mediation and Conciliation Service (FMCS) (AAA or 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 9.1. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration. Union TA 9.14.21

9.3 **ARBITRATION:** If a dispute or discharge is not resolved by the provisions of the Subsection 9.1 and Subsection 9.2, 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 FMCS 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 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, 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.
- (t) **STATUS QUO:** During the period of adjustment or arbitration, as provide in this section, the conditions in effect at the same time of the notification of the claimed grievance shall continue in effect pending final decision.

9.4 LIMITATIONS ON ARBITRATOR: The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement.

9.5 TIME LIMITS: The time limits set forth above shall be absolutely 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 10- UNION REPRESENTATION

10.1 JOB SITE VISIT: A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and compliantly. The Union Representative shall follow reasonable rules and procedures related to non-employee visits to the facility. The Employer may accompany the Representative in sensitive areas. The Employer will provide space wherever possible, such as the manager's office, for employees to meet alone with their Union Representative if requested.

10.2 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.

10.3 BULLETIN BOARD: The Employer shall provide space for a bulletin board conveniently located in a non-work area for the posting of notices of official business of the Union.

10.4 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. Such absences will be authorized only with consent of the Employer; such consent shall not unreasonably be withheld.

- 10.5 SHOP STEWARD:** The Union shall be allowed to designate a Shop Steward at each 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.
- 10.6 JOINT LABOR/MANAGEMENT COMMITTEES:** The Employer and the Union agree to establish a Joint Labor and Management Committee (JLMC) consisting of one (1) bargaining unit employee from each location, management, and the Union.
- (a) The JLMC may meet quarterly to discuss issues, including safety concerns, impacting the bargaining unit and the Cannabis Industry. The purpose of the JLMC is to further the parties' collaborative effort to advocate for and protect the rights of workers and consumers in the Cannabis Industry and oppose efforts to undermine or interfere with these rights.
 - (b) The Employer will pay bargaining unit members for their time spent serving on the JLMC. Employees shall be paid for attendance, up to a maximum of eight (8) hours plus reasonable travel time.
- 10.7 UNION LABEL:** The Employer shall also display, in their retail establishment entrances, a Union Shop Card designating this is a Union represented establishment.

SECTION 11 - NO STRIKE, NO LOCKOUT

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

SECTION 12-LEGISLATIVE CHANGES

- 12.1** Should any of the provisions in this Agreement be rendered or declared invalid by reason on 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 13 - HOURS OF WORK

- 13.1 WORKWEEK:** Full time employees are regularly scheduled to work forty (40) hours per week for each workweek. The full-time workweek will consist of five (5) eight (8) hour shifts or an alternate work week schedule, subject to the additional overtime provisions in 13.3 below. This section, however, does not impede the right of the Employer to use part-time help as needed. In addition, when training shifts are necessary for new store openings, shift reductions for these training shifts will first be taken from part time staff from newest to longest before reducing full time staff hours, newest to longest.

If future business needs determine a reduction in the use of the current full-time employees, the Employer can request to bargain over a change in the number of full-time employees outlined above and the Union's agreement will not be unreasonably withheld.

13.2 WORKDAY: Each workday an employee is required to report to work, but is not put to work or is furnished with less than half of his or 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

13.3 OVERTIME: For hourly employees, all time worked more than eight (8) hour shifts and forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 ½) the straight-time hourly rate. Alternative workweek may be arranged by mutual consent so long as it complies with State and Federal laws. Daily and weekly extra work shall be offered by merit/availability in each classification.

There shall be no "pyramiding" of overtime.

13.4 MEAL PERIOD and BREAKS: Each employee shall be entitled to a thirty (30) minute lunch period to be taken between three (3) to five (5) hours from start of shift for every shift longer than five (5) hours. Each employee shall also be entitled to one (1) fifteen (15) minute break for every two (2) hours worked, up to two (2) fifteen (15) minute rest periods during an eight (8) hour shift. Employees working shifts longer than eight (8) hours shall be entitled to an additional fifteen (15) minute rest period and any additional meal or rest periods as required by California state law.

13.5 HOURS PAID: Vacation and sick leave time paid but not worked will count as time worked for all purposes of benefit eligibility in this Agreement.

13.6 No employee shall be required to work more than ten (10) hours in a shift.

SECTION 14 - SENIORITY

14.1 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. Probation may be extended upon mutual agreement of the Employer and the Union for up to sixty (60) days.

14.2 TEMPORARY LAY OFF: 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 the employee has completed the probationary period.

- (a) **Recall:** For a period of six (6) consecutive months, employees who are laid off due to lack of work shall have seniority rights in recall for jobs subsequently available with the Employer prior to the hiring of new employees. Such employee shall be notified by telephone, or certified mail, a copy of which shall be sent to the Union and shall have five (5) days to report after receipt of a copy of such notice of recall by the Employer.

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 or learn the job in a reasonable period of time.

- (b) **Notice:** Non-probationary employees are entitled to receive two (2) weeks' notice of layoff or one (1) weeks' pay at the employee's regular rate in lieu thereof.

14.3 LOSS OF SENIORITY: Seniority shall terminate for the following reasons:

- (a) Discharge for just cause.
- (b) Resignation.
- (c) Absence from work for six (6) consecutive months due to layoff.
- (d) Failure to report to work within five (5) calendar days after recall from layoff. The employee will be notified by telephone or certified letter at the employee's last known telephone number and address.
- (e) Employee fails to return to work from a leave of absence.
- (t) 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.

14.4 COMPASSIONATE SCHEDULING: The Employer shall post a work schedule for all employees, specifying start and finish of shifts not later than five (5:00) pm on Monday for the workweek that begins the immediately following Sunday. In the event a new schedule is not posted, the previous week's schedule shall apply.

14.5 SCHEDULE SELECTION: Seniority within the classification shall prevail in the event a bargaining unit employee can no longer work a previously established workweek schedule or shift and the Employer is able to adjust the schedule consistent with the needs of the business.

14.6 JOB BIDS: When a vacancy or new job opening occurs in the bargaining unit, the Employer will post the opening on the agreed bulletin board and webpage. The job shall remain open for a period of seventy-two (72) hours. The posting shall indicate the job, location, rate of pay, and supervisor. All job bids will be determined on whether the bidder has the qualifications to perform the job or learn the job in a reasonable period. If more than one candidate qualifies for the job seniority will prevail.

14.7 **LIST:** The Employer will forward the seniority list to the Union every quarter.

14.8 Promotions shall be determined using the formula below:

- (a) **Retail employees:** Employees who have received disciplinary actions for attendance within six (6) months and twelve (12) months for a serious action are not eligible for making a job bid.

SECTION 15-JOB CLASSIFICATIONS and RATES OF PAY

15.1 The following list outlines job classifications that are in the bargaining unit. The Employer can have a maximum of four (4) non-bargaining unit positions at each facility.

- NON-EXEMPT
 - o Lead Guide
 - o Guide
 - o Receptionist
 - o Inventory Specialist
 - o Driver

15.2 **WAGE SCALE:**

Effective Date	12/1/2021	12/1/2022	12/1/2023
Start Rate	\$18.00	\$18.00	\$18.00

During the life of this Agreement, if the Employer hires an employee at a start rate higher than that set forth in the Wage Scale of this Agreement, the Employer will notify the Union and commits to negotiating around any potential impact on existing bargaining unit members.

Leads shall receive a premium of \$3.00 per hour.

Annual Wage Increase: Employees employed during the term of this Agreement will receive an annual wage increase of 2.0% of their base hourly rate in 2021, 2022 and 2023 effective as of the first full pay period in December of each year.

The Employer may provide salaries, rate increases and additional compensation in excess of the above rates based on profitability, performance, merit and other factors as long as it is not done in an arbitrary or capricious manner.

No Employee shall suffer a reduction in pay as a result of the signing of this Agreement.

15.3 **TIPS:** As permitted by law the Employer may institute a tip pooling arrangement that equitably distributes the tips that employees receive from customers. The Employer is prohibited from keeping portion of the tips (which include customer service charges) given by customer to employee. The Employer and non-bargaining unit employees are prohibited from keeping any proceeds from a tip pooling arrangement. The Employer

shall not use the value of tips or tip pooling those employees receive to offset or fulfill any wage obligations under this Agreement or law, including the Fair Labor Standards Act (FLSA), Section 3(m) of the FLSA, and state laws.

SECTION 16-HEALTH AND WELFARE

- 16.1 Health Insurance;** Effective January 1, 2022, regular full-time employees may elect coverage in any of the Employer's medical, dental and vision plan offerings in accordance with the following terms:
- A. Employee-Only and Employee Plus Spouse Health, Dental, Vision Coverage.** For employees who elect Employee-Only or Employee Plus Spouse coverage offered by the Employer, the Employer will pay up to a maximum of \$ \$300/month for the monthly insurance premium costs of the elected health, dental, and/or vision insurance coverage.
- Employee Plus Child(ren) and Employee Plus Family Health, Dental, Vision Coverage.** For Employees who elect Employee Plus Child(ren) or Employee Plus Family Coverage offered by the Employer, the Employer will pay up to a maximum of \$\$400/month for the monthly insurance premium costs of the elected health, dental, and/or vision insurance coverage.
- B. Annual Employer Contribution Increases.** On January 1, 2023, and January 1 of each successive year covered by this Agreement, the Employer will increase the above monthly premium contribution amounts by 4.0%

SECTION 17 - UNIFORMS

- 17.1** Employees can be required to adhere to a reasonable dress code at work that is printed and posted or published. If employees are required to wear standard uniforms, the Employer shall furnish such uniforms at no cost.
- 17.2** The Employer agrees to provide required uniform items to each employee as follows.
- Part-time employees: two (2) uniform tops per six (6) month period
 - Full-time employees: five (5) uniform tops per six (6) month period
- 17.3** Employees are responsible for keeping their uniform clean and in good repair and must always wear their full uniform while on the clock and/or within guest view. If a uniform item is lost or damaged, the Employee is required to notify management immediately to obtain a replacement item. In the case of damage, the damaged item must be turned in to the manager issuing a replacement item.

- 17.4 If an Employee requires a replacement item more than once in a six (6) month period, they will be subject to disciplinary action for violation of uniform requirements. If an Employee does not report to work in uniform but does not request a replacement for loss/damage, the Employee may be sent home without pay and/or be issued disciplinary action.

SECTION 18 - LEAVES OF ABSENCE

- 18.1 **PERSONAL:** Personal leaves of absence without pay may be granted at the Employer's discretion upon written request by the employee for a period not longer than thirty (30) cumulative days in any one (1) calendar year with mutual agreement by the Employer. Such leave requests will be for bona fide reasons. All personal leaves that are granted must be in writing. Personal leaves may be extended for up to fifteen (15) additional days upon extenuating circumstances and with mutual agreement.
- 18.2 **MEDICAL:** In case of accident, injury, pregnancy, disability or sickness which renders the employee unable to work, a leave of absence shall be granted upon receipt of a doctor's note for the period of time that the employee is judged unable to work up to a period of one (1) year. Extensions of this limit by an additional six (6) months shall be granted upon certification that the employee is still unable to return to work. The employee shall provide a doctor's release that states they are fit to return. The employee must provide the release to work from the doctor no later than the Wednesday prior to the start of following workweek's schedule. The employee may return earlier if a mutual agreement is reached and hours are available.
- 18.3 **FMLA/FAMILY:** The Employer will grant family and medical leaves of absence in conformity with the FMLA and state leave laws. Employees may use earned sick pay and vacation for the care of sick children, parents, or spouses, in addition to personal medical reasons.
- 18.4 **PAID FAMILY:** An employee may be eligible for Paid Family Leave ("PFL") benefits from the state if the employee must take time off work to care for a seriously ill parent, parent-in-law, grandparent, child, grandchild, sibling, spouse, or registered domestic partner; or to bond with the newborn or newly-placed adopted or foster child of the employee, employee's spouse, or employee's registered domestic partner. PFL must be applied for by the employee. Note that PFL is limited to a partial wage-replacement benefit and does not create any additional rights to time off work. Thus, an employee may use his or her PFL benefits during a Family Medical Leave, but will not receive any additional days off due to PFL. An employee may be required to use up to two weeks of any earned but unused sick or vacation leave or other paid time off, prior to the initial receipt of PFL benefits.

SECTION 19 - SAFETY

19.1 **SAFETY:** Safety postings pertaining to the conduct of employees shall be conspicuously posted by the Employer at the business, and the Employer shall maintain a fully equipped first aid kit at the business.

- (a) The Employer will provide employees with orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Employer agrees to pay employees for attending such orientations and training, provided that such pay may be at the local minimum wage rate instead of the straight time rate. The Employer will not ask or allow employee to work or operate any equipment until the employee has received all relevant training.
- (b) The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.
- (c) The Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

SECTION 20-PAY PERIOD AND WAGE STATEMENT

20.1 All employees shall be paid on at least a bi-weekly basis. Paychecks shall include an itemized statement of hours worked, wages paid, including overtime pay, premiums and vacation.

SECTION 21-NO DISCRIMINATION

21.1 The Employer shall not discriminate against any person in regard to hire, tenure of employment, recruitment, selection, compensation, benefits, training, promotion, disciplinary actions or job status because of race, color, creed, religion, gender identity, sexual orientation, genetic information, marital status, union membership or national origin, nor shall age, disability unrelated to the job duties, veteran status or sex under any circumstances be a basis for rejection or termination of an otherwise qualified employee or applicant for employment

SECTION 22 - MANAGEMENT RIGHTS

22.1 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, and 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.

SECTION 23 - SUCCESSORS, SUBCONTRACTORS, NEW FACILITIES

23.1 SUCCESSORS: The Employer shall notify the Union of its intent to sell, merge or otherwise transfer ownership of a retail store covered by this Agreement, and shall provide a potential buyer or merger partner with a copy of this Agreement. Such notice to the Union shall be given as soon as practicable but not less than thirty (30) days prior to the effective date of any such proposed transaction. It is the intent of the parties to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made through good faith collective bargaining.

23.2 NEW FACILITIES:

- (a) **UNION JURISDICTION:** This Agreement covers the jurisdiction of UFCW Local 5, and the Employer agrees that if it hereafter acquires, opens, or operates retail stores within the Union's jurisdiction in addition to those stores operating as of the date of this Agreement, this Agreement will apply to such additional store or facilities and the bargaining unit will include all employees working in bargaining unit positions in such stores or facilities, upon the Union's demonstration of majority support in those stores or facilities.
- (b) Should a majority of the store opening complement be employees transferred from the current stores under this agreement, this agreement shall automatically apply to the new store.
- (c) Should the majority of the initial store opening complement not be employees transferred from the current stores the parties agree to the following process to determine whether Local 5 represents the employees and whether this Agreement shall apply under the accretion doctrine:
 - The Employer will take a neutral approach to unionization of employees. The Employer will not take action nor make any statement that will directly or indirectly state or imply any opposition by the employer to the selection by such employees of a collective bargaining agent.

- Following receipt of written notice of intent to organize the employees, the Employer will furnish the Union with a complete list of unit employees, including job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses and phone numbers of all employees. Thereafter, the Employer will provide updated lists as requested, but no more frequently than monthly.
- The Union may request recognition as the exclusive collective bargaining agent for the employees in the bargaining unit currently recognized. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a confidential review of employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit if either the Union or Employer so request. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this Collective Bargaining Agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement.
- During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any other Union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.
- The parties agree that any disputes over compliance with or the application of this Section, including claims of Union violation, shall be submitted to expedited arbitration. The arbitrator shall have the authority to order the non-compliant party to comply with this Section and to order such other remedies deemed necessary to effectuate the intent of this Section. The parties hereto consent to the entry of any order of the arbitrator as the order of judgment of the United States District Court, without notice.

SECTION 24: TERM OF AGREEMENT

This Agreement shall be effective upon ratification for a period of three (3) years upon ratification of the Agreement, beginning on February 1, 2022 and ending on January 30, 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 Employer

Kevin Schmidt

(Printed Name)

KS

(Signature)

For Union

James Drabey

(Printed Name)

[Handwritten Signature]

(Signature)