

Agreement by and between
UFCW 3000
and
Have a Heart CC

Have a Heart CC

Effective: 07-01-2021 – 07-01-2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 206-436-6570

UFCW 3000 Collective Bargaining Agreement with Have a Heart CC

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Medical &/or Adult-Use Cannabis Retail

This Agreement entered into by and between Have A Heart CC, hereinafter referred to as the "Employer," And the United Food and Commercial Workers Union Local 3000 chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union," agrees to bind by the following terms and provisions covering wages and working conditions.

ARTICLE 1- RECOGNITION

Section 1:

1.1

The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all full-time and regular part-time employees working at the Employer's five (5) present place(s) of business in Washington as listed below. The parties will bargain over the wages of any newly created classifications not covered by this Agreement.

The employer shall notify the union of the opening of a new operation under any of the employer entities listed below within the jurisdiction of the UFCW International Union.-

1.7

Present places of business are the following five (5) employer entities:

1. Boyden Investment Group LLC
1. Tierra Real Estate LLC
1. Have a Heart Compassion Care Inc
1. Green Outfitters LLC_
1. Phat Sacks Corp

Section 2: 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 shall have the opportunity to 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.

Section 3: The Employer will notify the Union of all new bargaining unit employees hired within ninety plus one day (90+1) of their employment.

Section 4: All work covered under this Agreement may be performed by bargaining unit employees of the Employer. The Union and the Employer may also mutually agree to bargaining unit work performed by other employees so long as the Employer maintains the position of a dual Employer for all such employees. Essentially, non-bargaining unit employees are expressly permitted to perform bargaining unit work. Non-bargaining unit employees may perform work performed by bargaining unit employees.

Section 5: 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.

Section 6: In any jurisdiction without an applicable "Right to Work" Law, any employee retained by the EMPLOYER for more than the probationary period of ninety (90) days must become and remain a member of the UNION as a condition of employment. This Section will be fully effective if Washington state's, "Right to Work" Law is nullified, voided, or amended for any reason by any legislative action or judicial decision. This Section is void and severed in any jurisdiction with a "Right to Work" Law.

ARTICLE 2 -MANAGEMENT RIGHTS

Section 1: 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 for just cause; 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. Copies of rules, policies and procedures and changes thereto will be given to the Union and to all employees within thirty days (30) of modification.

Section 2: 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 company employee handbook.

Section 3: The Employer and the Union will work as partners to assure that these standards are met but all legal responsibility for meeting these standards shall rest with the Employer. Legislatively, however, the Union will cover all lobbying obligations pertaining to workers' rights and standards as laws are evolving and introduced throughout the country.

ARTICLE 3- HOLIDAYS

Section 1: The following days shall be recognized as paid holidays: New Year's Day, Labor Day, Fourth of July, Thanksgiving Day, and Christmas Day, Memorial Day and Juneteenth.

Section 2: All full-time employees shall be paid holiday pay, at the hours that they normally work (hours vary for budtender/budback shift) (either 8 or 10) at their straight time rate of pay for each of the listed holidays and personal holidays. Holiday pay for part-time employees shall be based on twenty (20%) percent of the employee's average hours paid per week. Holiday pay is available for employees after 1-year anniversary. When required to work on a recognized holiday, employees shall be paid at time and one-half hourly rate.

Employees working less than eight (8) hours on the holiday for full-time or less than their prorated hours on the holiday for part-time will receive their corresponding holiday pay at time and a half. Holiday work will be offered in order of seniority & merit/performance based. In the event the Employer must require employees to work on a holiday, the most junior employees will be mandated to work.

Section 3: Holiday Pay

Any employee who has reported for work on his/her scheduled working day immediately preceding or 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 receive holiday pay at his/her regular rate of pay. 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.

ARTICLE 4 -EARNED TIME OFF

Section 1: Employees shall accrue earned time off ("ETO") on a per pay period basis to use for vacation, personal business, appointments, personal or family issues, illness or leisure. Accrual shall begin upon completion of Employee's probationary period.

Section 2: Employees shall accrue ETO as follows:

Years of Service (completed)	Earned Time Off	Accrual Rate per pay period
1 year	40 hours	1.53 hours
2 years	88 hours	3.38 hours
4years	96 hours	3.69 hours

*Pay Period as used here is an ordinary bi-weekly schedule, based on a 40-hour workweek. Regular part-time employees shall accrue on a prorated basis based on the average number of hours worked per day by the employee for the previous calendar year with a maximum of eight (8) hours per day and forty (40) hours per week.

Section 3: ETO may only be used after it is accrued and may only be taken in whole day
(Defined as the full working day for either full or regular part-time employees) increments.

Section 4: Employees are not eligible to accrue ETO while on any unpaid leave of absence.

Section 5: ETO is paid at the Employee's base hourly pay rate at the time of absence. Section 6: ETO banks shall reset every year on January 1st. After a bargaining unit

employee completes his or her first year, he or she shall accrue ETO on a per pay period basis until December 31st of that year and shall be permitted to carryover up to forty (40) ETO hours. Thereafter, the bargaining unit employee shall be permitted to carryover a maximum of forty (40) ETO hours. At the end of any given calendar year, any accrued and unused ETO in excess of forty (40) hours shall be forfeited.

Any paid leave required by Federal, or State Law shall be included as part of the bargaining unit employee's ETO, and this Agreement shall be interpreted such that any required paid leave shall not be owed to the employee in addition thereto.

ARTICLE 5 - CIVIC DUTY

Section 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. 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.

Section 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 Caucus Day shall be offered up to three (3) hours paid for the purpose of Caucusing only. Employees must notify management in writing within two weeks of the Caucusing date that they intend to participate. Employees must show some formal proof of attendance to receive pay.

Section 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.

ARTICLE 6 - FUNERAL LEAVE

Section 1: An employee is eligible for paid funeral leave upon completion of the employee's first year.

Section 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: 5 days paid leave in the event of the death of the employee's spouse, child, stepchild or cohabitating significant other or cohabitating 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)

ARTICLE 7 - DISCHARGE OR SUSPENSION-

Section 1: The Employer may discharge or suspend any employee for just cause as described in the Employer's employee handbook as may be changed from time to time. A letter or notice will be given to the employee setting forth the reason for his/her discharge or suspension. A copy may be sent to the Union.

Section 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 as an optional formality.

Section 3: In all disciplinary interviews and in the issuance of written warnings, the Employer knows to make reasonable effort to assure that the affected employee understands the process and 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 Article of this Agreement.

Section 4: No prior warning notice will be necessary if the cause of discharge or suspension is for serious infractions.

Section 5: Prior to any suspension related to progressive discipline, a written warning will be issued with a copy sent to the Union.

Section 6: 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 seven (7) calendar days after the discharge or suspension and if not presented within such a period, the right of protest will expire.

Section 7: 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

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: In the event of a dispute or 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. In the event that 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.
- b. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union can, within four (4) 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 any and all wage data concerning same
- 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 Twenty-one (21) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will 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 and d above.
- f. Employer Violations: Any Employer who intentionally violated any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours or employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.

Section 2: MEDIATION: Any discharge or dispute that cannot be resolved under the provisions of Section 1 of this Article may be referred by mutual agreement to the Federal Mediation and Conciliation Service (FMCS) (or we can use 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 Section 1 of this Article. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

Section 3: ARBITRATION: If a dispute or discharge is not resolved by the provisions of the Section 1 and Section 2 of this Article, 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 (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, 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.
- f. Status Quo: During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the same time of the notification of the claimed grievance shall continue in effect pending final decision.

Section 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

Section 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.

ARTICLE 9 - UNION REPRESENTATION

Section 1: JOB SITE VISIT: A Union Representative employed by the Union shall be allowed to visit, with at least a 24-hour notification, the worksite for the purpose of ascertaining whether or not his 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.

Section 2: 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.

Section 3: BULLETIN BOARD: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.

Section 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 with consent of the employer, such consent shall not unreasonably be withheld.

Section 5: The Union and the Employer acknowledge and understand the unique nature of the cannabis industry and the need to advocate for and protect the rights of workers and patients. The Union and the Employer will continue to work collaboratively towards this end and will publicly and legislatively oppose efforts to undermine or interfere with these rights.

Section 6: 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.

Section 7: JOINT LABOR/MANAGEMENT COMMITTEES: The Employer and the Union agree to establish a Joint Labor and Management Committee (JLM) consisting of one bargaining unit employee from each location, management, and the Union.

The Joint Labor/Management committee shall meet within 60 days of ratification to discuss and implement all subjects/sections within Article 14 of the C.B.A.

Section 8. UNION LABEL. For Employer controlled companies, the Employer shall display the UFCW Union Made Cannabis Logo on all products produced by members of the bargaining unit. The employer shall also display, in their retail establishment entrances, a union shop card designating this is a union represented establishment.

ARTICLE 11 - NO STRIKE, NO LOCKOUT

Section 1: During the term of this Agreement, the Union agrees there will be no strikes and the Employer agrees there will be no lockouts.

ARTICLE 12 - LEGISLATIVE CHANGES

Section 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.

ARTICLE 13 -HOURS OF WORK

Section 1: The regular workweek shall constitute forty (40) hours in five (5) eight (8) hour shifts OR forty (40) hours in four (4) ten (10) hour shifts. The Employer may utilize part-time employees, but the utilization of part-time employees shall not undermine the concept of full-time work for the majority of the workforce.

Section 2: 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 hours nor more than four hours, at their regular rate of pay.

Section 3: OVERTIME: For hourly employees, all time worked in excess of eight- or ten-hour shifts and forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1.5 x) the straight-time hourly rate. Alternative workweeks may be arranged by mutual consent so long as they comply with state and federal laws. Daily and weekly extra work shall be offered by merit/availability in each classification.

Section 4:

MEAL PERIOD AND BREAKS:

Hours scheduled	Lunch and breaks
8 hours	1 unpaid 30-minute lunch and 2 paid 15-minute breaks
10 hours	1 unpaid 30-minute lunch and 3 paid 15-minute breaks

*An additional 10-minute break shall be granted for every additional 2 hours worked in excess of an employee's scheduled shift.

Section 5: HOURS PAID: ETO, holiday, and personal time paid but not worked will not count towards overtime.

ARTICLE 14 -SENIORITY

Section 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 ninety 90 calendar days. Probation may be extended provided the employer requests an extension in writing before the 90-day period is up for an additional 90 days.

Section 2: 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 he/she has completed the probationary period.

Non-probationary employees are entitled to receive one (1) weeks' notice of layoff or one (1) week's pay at the employee's regular rate in lieu thereof. Laid off employees will have preference over new hires for openings in other classifications so long as they possess the skills and ability to do the job or learn the job in a reasonable period of time.

Section 3: LOSS OF SENIORITY: Seniority shall terminate for the following reasons:

- a. Discharge for just cause
- b. Resignation
- c. Layoffs of six (6) consecutive months or a period equal to the employee's length of service when the layoff began whichever is less.
- d. Failure to report to work within five (5) calendar days after recall from layoff. The employee will be notified by certified letter at the employee's last known address.
- e. Employee fails to return to work from a leave of absence.
- f. 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.

Section 4: COMPASSIONATE SCHEDULING: The Employer shall post a work

schedule for all employees, specifying start and finish of shifts not later than 5:00 pm on

Sunday for the workweek that begins the following Sunday. In the event a new schedule is not posted, the previous week's schedule shall apply.

Section 5: SCHEDULE SELECTION: Seniority shall prevail regarding the selection of workweek schedules and shift selection when it is operationally feasible.

Section 6: JOB BIDS When a vacancy or new job opening occurs, the employer will post the opening on the agreed bulletin board and webpage. The job shall remain open for a period of seventy (72) hours. The posting shall indicate the job, location, shift, rate of pay, and supervisor. Preference will be given to employees within a division. If no employee in the division bids for and is awarded the job, the job will then be posted for bid to the remainder of the company. All job bids will be determined on the basis of S.A.S.S. long as the winning bidder has the qualification to perform the job or learn the job in a reasonable period of time. Employees are limited to two bids per twelve (12) month period.

Section 7: The Employer will forward the seniority list to the Union semi-annually or whenever new employees have completed probation.

Section 8: The Employer and the Union agree to establish divisions for purpose of seniority and bidding.

Section 9. The S.A.S.S. shall be determined using the formula below: Non-lead employees-
75 % Seniority, 25% Disciplinary tracking, Education, Training. Lead Employees-
75% Disciplinary tracking, Education, Training, 25% Seniority

Assistant Managers -

Job of Assistant Management shall be awarded at management discretion.

ARTICLE 15 - DUES CHECK OFF

Section 1: The Employer, upon written authorization of an employee, shall deduct equally from each paycheck beginning with the third (3rd) month of employment, the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership, and promptly remit the same to the Union on a monthly

basis. If properly payable dues are not deducted by error, they should be deducted on the following paycheck. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization by employees.

Section 2: If any employee quits, is discharged or laid off, deductions in accordance with this Article shall be made from the last payment of wages.

Section 3: The Union shall indemnify and save the Employer harmless against any and

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

Section 4: An authorization for wage deductions signed by an employee in conformance with this Article shall be irrevocable for a term of one (1) year and shall be automatically renewed each successive year unless an employee desiring to terminate the authorization gives written notice of such desire to the Employer and the Union at least thirty (30) days and not more than ninety (90) days before the automatic renewal date. Employees who terminate authorization for deduction will be responsible for paying their required dues on a monthly basis.

Section 5. The Employer agrees to deduct the amount authorized per week and remit monthly to the Local Union's Active Ballot Club from employees who are Union members and who have signed deduction authorization cards.

ARTICLE 16 -WAGES

Section 1: JOB CLASSIFICATIONS & RATES OF PAY:

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

Region	Position	1/1/22 (1.5%)	1/1/23 (2%)	1/1/24 (3%)
City of Seattle	Budtender/Budback	16.94	17.28	17.80
	1	17.70	18.03	18.55
	2	18.44	18.78	19.3
	3	19.19	19.53	20.05
	4	19.94	20.28	20.8
	5	20.69	21.03	21.55

City of Seattle	Lead Budtender	17.76	18.12	18.66
	1	18.52	18.87	19.41
	2	19.26	19.62	20.16
	3	20.01	20.37	20.91
	4	20.76	21.12	21.66
	5	21.51	21.87	22.41

City of Seattle	Inventory	16.94	17.28	17.80
	1	17.70	18.03	18.55
	2	18.44	18.78	19.3
	3	19.19	19.53	20.05
	4	19.94	20.28	20.8
	5	20.69	21.03	21.55

City of Seattle	Lead Inventory	17.76	18.12	18.66
	1	18.52	18.87	19.41
	2	19.26	19.62	20.16
	3	20.01	20.37	20.91
	4	20.76	21.12	21.66
	5	21.51	21.87	22.41

City of Seattle	Security	16.94	17.28	17.80
	1	17.70	18.03	18.55
	2	18.44	18.78	19.3
	3	19.19	19.53	20.05
	4	19.94	20.28	20.8
	5	20.69	21.03	21.55

Region	Position	Proposed 1/1/22 (1.5%)	Proposed 1/1/23 (2%)	Proposed 1/1/24 (3%)
WA	Budtender/Budback	16.14	16.46	16.95
	1	16.90	17.21	17.70
	2	17.66	17.96	18.45
	3	18.42	18.71	19.20
	4	19.18	19.46	19.95
	5	19.94	20.21	20.70
WA	Lead Budtender	17.14	17.48	18.00
	1	17.91	18.23	18.75
	2	18.68	18.98	19.50
	3	19.42	19.73	20.25
	4	20.18	20.48	21.00
	5	20.94	21.23	21.75

WA	Inventory	16.14	16.46	16.95
	1	16.90	17.21	17.70
	2	17.66	17.96	18.45
	3	18.42	18.71	19.20
	4	19.18	19.46	19.95
	5	19.94	20.21	20.70
WA	Lead Inventory	17.14	17.48	18.00
	1	17.91	18.23	18.75
	2	18.68	18.98	19.50
	3	19.42	19.73	20.25
	4	20.18	20.48	21.00
	5	20.94	21.23	21.75
WA	Security	16.14	16.46	16.95
	1	16.90	17.21	17.70
	2	17.66	17.96	18.45
	3	18.42	18.71	19.30
	4	19.18	19.46	19.95
	5	19.94	20.21	20.70
WA	Medical Consultant	17.14	17.48	18.00
	1	17.90	18.23	18.75
	2	18.68	18.98	19.50
	3	19.42	19.73	20.25
	4	20.18	20.48	21.00
	5	20.94	21.23	21.75
WA	Lead Medical	18.14	18.50	19.06
	1	18.90	19.25	19.81
	2	19.68	20.00	20.56
	3	20.42	20.75	21.31
	4	21.18	21.50	22.06
	5	21.94	22.25	22.81

Employees designated as Lead Trainer will earn \$2.00 per hour above their regular base rate of pay for hours worked as Lead Trainer, and no less than two (2) hours per shift in which Lead Trainer work is performed.

Employees shall earn a step increase every 12 calendar months upon completion of probation.

Employees over the top rate on the scale shall receive a 3.5% increase per year on their anniversary in lieu of the 75-cent longevity increase.

All employees with less than 5 years seniority shall receive a 75-cent longevity increase per hour on their anniversary in addition to the cost-of-living increase on January 1 of every year.

Section 2: MERIT INCREASES. The employer may award merit increases above and beyond contract scales at the employer's discretion.

Section 3: Employees asked to work outside their classification shall be paid the rate of the job performed or the employee's regular rate whichever is higher for at minimum 2 hours of the employee's entire shift.

No employee shall suffer a reduction in pay as a result of the signing of this agreement.

ARTICLE 17-HEALTH AND WELFARE-

Section 1: The Employer will execute the attached Participation Agreement and other documents in order to attain Health and Welfare coverage under the UFCW National Health & Welfare Fund ("the Fund") effective upon completion of paperwork for coverage for employees averaging 30 or more hours per week. The Company will contribute to the Fund's rate for coverage per month for each eligible employee electing coverage as follows:

Insurance:

Tier	Total Monthly Cost	Ee Monthly Share
Employee Only	\$490.53	\$245.26
Employee & Spouse	\$994.43	\$497.21
Employee & Child(ren)	\$874.45	\$437.22
Family	\$1,401.40	\$700.70

After the first year, the Fund may assess up to a ten (10) percent cost increase annually if required to maintain current benefit plan; the Employer continues to be responsible for the percentage amount agreed upon.

Should there be a change to the 280e Tax Code to allow labor and health benefits to be tax deductible, employer will increase healthcare contribution to cover 80% of the cost.

Employees become eligible for Health and Welfare coverage the first month after sixty (60) days of employment. An employee choosing coverage will pay the remaining percentage of the cost of coverage deducted from their pay on a pre-tax basis. The Employer will remit the entire amount due for coverage to The Fund.

Health & Welfare Benefits are summarized in Appendix B of this Agreement. Employees will choose the level of coverage at Annual Open Enrollment and may choose Employee Only Employee+ Spouse, Employee+ Children or Family coverage. Employees may also choose whether or not to take vision or dental coverage for children and spouses if the dependents are at least covered for Medical and Prescription benefits.

If during the term of this agreement, the actual dollar cost for the Health & Welfare contribution increases, the employer and employee will continue to pay the same respective percentages set forth in the agreement.

ARTICLE 18- PENSION

Section 1: It is the intention of the parties to offer a Defined Benefit Pension Plan through the UFCW and Employers Industry Pension Fund. A Participation Agreement will be executed as soon as possible. The contribution will be at \$0.50 /hour for all workers averaging 20 paid hours or more per week and capped at 40 hours per week. Contributions will be set aside from the date of this Agreement and remitted at the time of entry into the UFCW and Employers Industry Pension Fund.

ARTICLE 19 -UNIFORMS

Section 1: Employees can be required to adhere to a reasonable dress code at work that is printed and posted or published in an Employee manual. If Employees are required to wear standard uniforms, the Employer shall furnish such uniforms at no cost.

Article 20- EMPLOYEE DISCOUNT

Section 1: Employees with under 2 years of service hired after ratification shall receive thirty (30) percent off purchases at the employer's dispensary any day of the week. Employees with 2 – 3 years of service, *and under 2 years but hired prior to ratification* shall receive thirty-five (35) percent off of purchases at the employer's dispensary any day of the week. Employees with more than 3 of service shall receive forty (40) percent off of purchases at the employer's dispensary any day of the week.

20.2

Discount limitations: _

- a. The employer may instill a 48-hour waiting period to apply employee discounts to new and limited drops.
- b. The employer may limit new and limited drops to one item per person.
- c. Employee discounts are only to be applied at one location per day

ARTICLE 21-BONUSES

- Monthly pool based on the Net Profit of the store company
- 6.5% of the net profit will be allocated to the pool
- Full-time employees (30 hours or more) will get a base weekly bonus of \$75; Part-time (16-29 hours) will receive \$40; and employees who

work an average between 1 - 15 hours per week will receive \$25 (assuming profits sufficient to cover)

- a. Assistant Manager - \$250 per week
 - Assuming no performance issues_
 - Attendance problems_
 - Compliance issues; etc._
- The balance of the pool will be allocated based on each employees' improvement month over month as measured in Greenbits point of sale program
- Both Greenbits metrics and performance issues that might impact bonuses will remain open for further discussions regarding details_

Bonus program changes and modifications shall be discussed during Joint Labor/Management meetings

ARTICLE 22 -TIPS

Section 1: As permitted by law, the Employer may institute a tip pooling arrangement that equitably distributes tips that employees receive from customers. The Employer is prohibited from keeping any portion of tips (which includes customer service charges) given by a customer to an employee. The Employer and managers are prohibited from keeping any proceeds from a tip pooling arrangement. The employer may not use the value of any tips or tip pooling that 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.

The Labor Management Committee will evaluate equitable tip distribution and seek to establish and re-evaluate newly instituted tip pool distribution policies where applicable. Tip pool distribution policies may be store specific as determined by the joint labor management committee.

Tips begin after first 5 shifts completed.

ARTICLE 23 -LEAVES OF ABSENCE

Section 1: PERSONAL: Personal Leaves of absence without pay may be granted upon written request by the employee for a period not longer than thirty (30) cumulative days in any one (1) calendar year with mutual agreement by the Employer. Such leave requests will be for bona fide reasons. All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) additional days upon extenuating circumstances and with mutual agreement.

Section 2: MEDICAL: In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year.

Extensions of this time limit shall be granted upon certification that the employee is still unable to return to work, up to a period of three (3) years. The employee must be able to pass a physical examination upon return to work two (2) weeks in advance. The employee may return earlier if a mutual agreement is reached, and hours are available. Employees may use earned vacation and personal days to care for sick children, parents, and spouses.

Section 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, vacation and personal days for the care of sick children, parents, or spouses, in addition to personal medical reasons.

Section 4: PARENTAL: An employee with at least one year of continuous employment shall be eligible for up to six weeks of paid parental leave, provided they also meet FMLA eligibility criteria and submit proper documentation of birth or adoption of a child.

ARTICLE 24 -SAFETY

Section 1: SAFETY: Safety postings pertaining to the conduct of employees shall be conspicuously posted by the Employer in his place of business, and the Employer shall maintain in their store, or place of business, a fully equipped first aid kit.

Section 2: SAFETY COMMITTEE: The Union and the Employer agree to form a safety committee comprised of one bargaining unit employee from each facility and three 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 perform a quarterly safety walk-through and report back to the full committee recommendations for improvements.

Bargaining unit members of the safety committee shall, on a quarterly basis, perform ergonomic inspections of the workplace and report back to the full committee recommendations for improvement.

Safety committee responsibilities shall be performed on company time at the committee member's regular rate of pay.

The safety committee shall comprise of those same members as the Joint Labor Management Committee.

ARTICLE 25 - PAY PERIOD AND WAGE STATEMENT

Section 1: All employees shall be paid on at least a bi-weekly (2 times a month) basis. Paychecks shall include an itemized statement of hours worked and

wages paid, including overtime pay, personal days, funeral leave, premiums and vacation.


ARTICLE 26- NO DISCRIMINATION

Section 1: The Employer shall implement UFCW's Diversity Plan for Equitable Opportunities included in Appendix A.

Section 2: The Employer and the Union will adhere to all Federal and State statutes and Municipal ordinances that impact this Agreement.

ARTICLE 27- DURATION OF AGREEMENT

Section 1: Except as otherwise indicated herein, this Agreement shall be effective July 01, 2021, subject to ratification, and shall remain in full force and effect in all areas to and including July 01, 2024 and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notice shall be given at least sixty (60) days prior to such expiration date during which period negotiations for a new agreement shall be conducted with all conditions agreed to by the parties to become effective on the first (1st) day of the week nearest the expiration date of this Agreement. If after opening, as provided herein, the parties fail to reach an agreement within the period so provided, then the provisions of Article 12 Legislative change of this Agreement shall not be binding on either party.

X 
Ryan Kunkel (May 24, 2022 14:06 PDT)

Ryan Kunkel
CEO, Have a Heart CC

May 24, 2022

X **Faye I. Guenther**
Faye I. Guenther (May 25, 2022 08:39 PDT)

Faye Guenther
President, UFCW 3000

May 25, 2022

Include in final:

1. Appendix "A": Diversity Plan for Equitable Opportunities
2. Appendix "B": Health and Welfare benefits summary
3. Side Letter regarding pension: Executed 11/20/2021

4. **LETTER OF UNDERSTANDING**

Training, Education and Career Development

- a) The employer agrees to discuss potential contributions to fund participation of employees in UFCW's sponsored cannabis apprenticeship training program at a future date.
- b) The bargaining parties agree to consider jointly addressing future funding needs during the term of this agreement.

5. **LETTER OF UNDERSTANDING**

Wage Reopener

- a. Should net profits increase an average of 10% across all stores over the period of 12 months

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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