

From: Eaze Technologis, Inc., Stachs, LCC
Date: April 15, 2024
Tentative Agreements and Economic Proposal

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EAZE TECHNOLOGIES, INC., STACHS, LLC

AND

UFCW LOCALS 5, 135, 324, 770,

TERM OF AGREEMENT TBD

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This AGREEMENT, becoming effective upon the [insert date], by and between Eaze Technologies, Inc. and Stachs, LLC doing business at the locations of Apothekare/EAZE SD, Dosist, Element 7 South San Francisco, Silverlake, Herbs Collective, Hometown Heart East Bay, Hometown Heart San Francisco, La Brea, Stachs Cotati, Eaze OC, and Lincoln (licensed retailers: ~~Beach Enlightenment and Compassionate Healing Corporation, BW Macaw Group, Inc., Clearlake Growth Fund II, Inc., CS Group Operation 2, Inc., CS Group Operation, Inc., ECSD Management, LLC, Element 7 South San Francisco, LLC, Healthy Healing Holistic Options, Inc., Hometown Heart, Inc., Mid-City Cannabis Club, Inc., Westside Caregivers Club, Inc.~~) hereinafter called the "Employer", and the United Food and Commercial Workers (UFCW) Union, Local 5, 135, 324, and 770, hereinafter called the "Union". **UNION TA 12.1.2023 11:10am**

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

WITNESSETH:

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

SECTION 1: RECOGNITION

- 1.1 **RECOGNITION:** The Employer hereby recognizes the Union as the sole collective bargaining agency for the appropriate unit consisting of all full-time and regular part-time, and flex delivery drivers, depot specialists, and leads working at the Employer's locations (doing business at the locations of Apothekare/EAZE SD, Dosist, Element 7 South San Francisco, Silverlake, Harborside, Hometown Heart East Bay, Hometown Heart San Francisco, La Brea, Stachs Cotati, Eaze OC, and Lincoln.
- 1.2 ~~NEW LOCATIONS: Current Union Proposal (see Proposal Document).~~ **NEW LOCATIONS:** Whenever the Employer acquires additional locations within the geographical jurisdiction in California of UFCW Locals 5, 8, 135, 324, 770, 1167 and/or 1428 (UFCW will provide map or information about geographic regions), the Employer will sign a "Labor Peace Agreement" (defined in Section 26001 of the California Business & Professions Code) with the appropriate UFCW local(s) that applies to the new location. The applicable local will obtain proof of majority support and present to the Employer. The Employer will post notice of recognition for forty-five days. Upon recognition of the Union, by the Employer, this Agreement shall be accepted and become operative within 30 days of recognition, subject to ratification by bargaining unit employees at the new location unless either party gives notice of specific provisions which must be negotiated (reopener) within 60 days of recognition.

- 1.3 NEW HIRE: When new or additional employees are needed, the Employer can notify the Union, as one of its sources for new or additional employees. The Union 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.
- a. The Employer will notify the Union of all new bargaining unit employees hired within ~~ten (10)~~ fifteen (15) days of their start date of employment. **UNION TA 10.30.23 2:00pm**

- 1.4 BARGAINING UNIT WORK: The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement, provided however that non-bargaining unit personal may perform bargaining unit work where necessary for emergencies beyond the control of the Employer and work in the instruction or training of employees. Only, when necessary, may non-bargaining unit personnel perform bargaining unit work for emergencies beyond the control of the Employer, such as when employees call in sick and short staffing occurs.

Subcontracting: The Employer will not contract out bargaining unit work except when the Employer lacks special equipment or tools for performing the work or, when employees lack the skills or willingness to perform such work or, as specified in the State contract. In no case shall the Employer contract out work to avoid its obligation under this Agreement or for the purpose of reducing the scope of the work covered by this Agreement.

NEW JOBS: In the event the Employer creates new jobs or job duties involving the handling or delivering of merchandise not already handled or delivered by the Employer, such new work shall be deemed Bargaining Unit work and performed by the appropriate members of the Bargaining Unit. The Employer shall notify the Union within thirty (30) days of implementation of the new jobs or job duties. The wage rates and classification for such new jobs or job duties shall be subject to mutual agreement of the parties. In the event the parties are unable to agree on the above, disputed matters shall be processed in accordance with Section 8 (Grievance Procedure) of this Agreement.

- 1.5 SEPARATE AGREEMENTS: No employee shall suffer a reduction in pay because of the signing of this Agreement. The Employer may provide salaries and rate increases more than the rates set forth in Appendix A, based on an employee's performance, merit and other factors so long as it is done in a fair and impartial manner.

SECTION 2: UNION SECURITY

- 2.1 MEMBER IN GOOD STANDING: Every person performing work covered by this

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

- a. LMRA: Subject to the provisions of Section 8(a)(3) of the Labor Management Relations Act (LMRA) of 1947, as amended, the Employer shall discharge every person who has failed to comply with the provisions of 3.1. of this Section by the seventh (7th) day after which notice of such non-compliance is received and not to again employ or re-employ any person so discharged until he/she is a member of the Union. The Union shall hold the Employer harmless for all actions taken or all expenses incurred as a result of a Union termination request.

2.2 DUES CHECK-OFF: The Employer, for its employees, shall for the duration of this Agreement between the parties deduct from the first pay of each month union dues for the current month and promptly remit same to the Union. The initiation fees of the Union shall be deducted by the Employer and remitted to the Union in the same manner as dues collections. No deductions either for dues or initiation fees, shall be made by the Employer unless specifically authorized in writing by the individual employee via document/agreement provided by the Union. UNION TA 10.30.23 2:00pm (?)

2.3 VOLUNTARY AUTHORIZATION: Authorizations for deductions are to be entirely voluntary upon the part of each such individual employee. Authorizations shall be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner.

2.4 The authorization shall be automatically renewed or be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement, whichever shall be shorter, unless written notice is given by the employee to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable Collective Bargaining Agreement.

- a. Indemnification: The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, losses, damages, costs, liability, or expenses, including, but not limited to, reasonable attorney's fees and expenses, arising from or growing out of the application of this Agreement that it incurs, if at the request of the Union, the Employer wrongfully terminates an employee pursuant to the Union Security Provisions of this Agreement.

2.5 SAFETY: Safety postings pertaining to the conduct of employees shall be posted by

the Employer in his/her place of business in accordance with applicable law, and the Employer shall maintain a fully equipped first aid kit on the premises.

- 2.5.1 SAFETY COMMITTEE: The Union and the Employer agree to form a safety committee comprised of two (2), bargaining unit employees and up to two (2) members of management. The safety committee shall meet quarterly to discuss concerns in matters of safety and health. Prior to such meeting, the bargaining unit members shall discuss and report back to the full committee recommendations for improvements.
- a. Safety committee responsibilities shall be performed on company time at the committee member's regular rate of pay.
- 2.6 JOB SITE VISIT: A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably and compliantly, and in all instances the Union shall provide no less than four (4) ~~forty-eight (48)~~ hours advance email notice to Employer of the name, position held with the Union, and anticipated date and time of the site visit, so that Employer can ensure compliance with applicable security rules and procedures governing cannabis industry premises. If there is no exempt employee on site, the union will agree to visit the next working day of the exempt manager. The Union Representative shall follow all rules and procedures related to non-employee visits to the facility. The Employer may accompany the Representative in sensitive areas. ~~The Employer will provide space wherever possible, such as the manager's office, for employees to meet alone with their Union.~~
- 2.7 EMPLOYER MEETINGS: The Union Representative may attend Employer meetings that represent discussion of continuing problems that the Employer needs to address with the employees and the employees have asked their Union Representative to be present.
- 2.8 BULLETIN BOARD: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.
- ~~2.9 UNION ORIENTATION: Upon hiring, new bargaining unit employees will be allowed a one-time fifteen (15) minutes of paid time to meet with their Union representative, or designated Shop Steward, for Union orientation. Such training shall not interfere with business operations of the Employer. UNION/EMPLOYER TA 9.22.23 [duplicate with 2.13]~~
- ~~2.10~~ 2.9 TIME-OFF FOR UNION BUSINESS: Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, mediation, or arbitration board hearings, or for other bona fide Union business. In all instances, the Employer shall be notified not less than two (2) weeks in advance of such absence and

the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business with consent of the Employer; such consent shall not unreasonably be withheld.

2.112.10 SHOP STEWARD: The Union shall be allowed to designate a Shop Steward ~~at each~~ per location for the purpose of monitoring compliance with this Agreement and other legitimate Union business. Stewards shall be allowed to conduct incidental Union business on Company time.

- a. Educational Conference: The Employer agrees to schedule up to one (1) Shop Steward per location, designated by the Union, a day off, to be paid by the Union at the employee's straight- time rate, to attend an annual education meeting. The parties agree that such time shall not be considered time worked for the purpose of overtime, benefit contributions or other incidents of "time worked". The Union must give the Employer two (2) weeks' advance notice of said meeting.

2.122.11 JOINT LABOR/MANAGEMENT COMMITTEES: The Employer and the Union agree to establish a Joint Labor and Management Committee (JLMC) consisting of one (1) designated shop steward from each location, management, and the Union. ~~The JLMC shall 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. 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 and mileage.~~ The JLM will meet twice a year to discuss safety issues or concerns impacting the bargaining unit that are not addressed by this Agreement. The meeting will occur via videoconference and will be a maximum of two (2) hours. **UNION/EMPLOYER TA 9.22.23**

- The Joint Labor/Management committee shall meet within sixty (60) days of ratification to discuss and implement all subsections/sections within Section 6: Seniority of the collective bargaining agreement **UNION/EMPLOYER TA 9.22.23**

2.13 UNION ORIENTATION: Union representative, or designated Shop Steward will conduct two scheduled fifteen (15) minute orientations during paid time during normal schedule (no overtime) per month for new hires. Shop Steward will also notify their direct manager 48 hours in advance of the scheduled training to ensure such training shall not interfere with business operations of the Employer. **UNION/EMPLOYER TA 9.22.23**

SECTION 3: NON-DISCRIMINATION

In the hiring of new employees, the Employer agrees that it will give equal consideration to

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

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

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

SECTION 4: MANAGEMENT RIGHTS

The management of the Employer's business and the direction of its personnel, including but not limited to: the right to hire, promote, demote, terminate, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline employees; to establish reasonable rules and regulations is the exclusive right of the Employer subject to the terms of this Agreement. The Employer will be the exclusive judge of its business and the methods, processes, means, and material to be used. Nothing contained in this Agreement will be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer. Copies of rules, policies and procedures, and changes thereto will be given to the Union and to all employees within thirty (30) days after modification. The Employer agrees that any changes to the Employer's handbook that would alter terms contained in the Collective Bargaining Agreement must be bargained at before being implemented.

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

The Employer and the Union will work as partners to 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.

SECTION 5: HOURS OF WORK

In the event the application of state or federal Wage and Hour Law, as applied to the delivery of cannabis with the intent of this Agreement, impacts the terms and conditions of employment established herein, the parties shall meet within seventy-two (72) hours of notice to renegotiate certain terms of this Agreement in order to preserve the intended workweek and the wage rates pertaining thereto. ~~Unless otherwise addressed below, all provisions concerning employees' hours of work are governed by the Alternative Workweek schedule previously approved by employees.~~

WORKWEEK. The regular workweek shall be defined as five (5) eight (8) hour days to be worked Monday through Sunday.

5.1 JOB STATUS:

- **Full-time:** All staff covered under this Agreement classified as "full-time" shall be scheduled forty (40) hours per workweek, subject to seniority, and shall work a minimum of thirty five (35) hours per week on an average over the previous status review period. ~~preceding quarter.~~
- **Part-Time:** All staff covered under this Agreement classified as "part-time" shall be scheduled for ~~worked a~~ minimum of twenty (20) hours ~~sixteen (16) hours per week. but no more than thirty-four (34) hours per week on average over the preceding quarter.~~
- **Flex:** All staff that work under sixteen (16) hours per week are classified as "flex." In addition, all "flex" staff shall not be scheduled more than an average of sixteen (16) hours in any given week on average over the preceding quarter unless additional hours available.

The aforementioned minimums for hours scheduled shall not apply if one or more of the following conditions exist:

1. Work is not available because of force majeure **or customer demand**;
2. During the week an employee is hired, recalled from layoff, or returns from leave of absence.

5.2 **Applicable to Job Status Only:** On January 1st and July 1st of every year, employees will be subject to a status review of average hours worked over the previous six (6) months. If the employee works an average of hours over their current status (example, part-time driver works full-time hour as defined above), employee's status will change except in the event that a part-time or flex

employee wishes to maintain their status. In order to maintain that status, employees are subject to the availability provisions.

5.3 **ADDITIONAL HOUR REQUESTS:** Additional available hours shall be offered to part-time employees based on seniority and availability.

5.4 **Availability**

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

- For the first twelve (12) months of full-time status the employee shall be available for a minimum of five (5) days a week, including one (1) weekend day to be scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 78:00am - 11:00pm.
- Employees who have between thirteen (13) and thirty-six (36) months of consistent employment with Employer, shall be available for a minimum of five (5) days a week including one (1) weekend day to be scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 78:00am - 11:00pm. The employee is guaranteed a minimum of two (2) preferred shifts weekly, subject to seniority and availability.
- Employees who have completed thirty-seven (37) months of employment shall be on a minimum of five (5) days a week, including one (I) weekend day to be scheduled. Within those days of being available the employee recognizes the shift will be eight (8) hours scheduled and could be scheduled at any time between the hours of 78:00am - 11:00pm. The employee is guaranteed a minimum of three (3) preferred shifts weekly, subject to seniority and availability.

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

5.6 **REPORTING TIME PAY:** For each workday when an employee is required to report to work but, for reasons excluding emergencies and reasons beyond the control of the Employer, is not put to work or is furnished with less than half of

his/her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at their regular rate of pay.

- 5.7 SCHEDULE POSTING: Except in municipalities with Ordinances requiring more advanced notice which do not have an exception for collectively negotiated agreement, the Employer shall post a work schedule extending two (2) weeks out for all employees, with confirmation of start and finish of shifts not later than five o'clock (5:00pm) one week in advance for the following workweek. In other words, on 10/23/2023 the schedule for 10/30 through 11/12/2023 was posted.

SCHEDULE SELECTION: A combination of seniority and availability will be considered regarding the selection of workweek schedules and shift selection.

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

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

- 5.9 SHIFT INTERVAL: Except in bona fide emergencies, the minimum time off between shifts shall be twelve (12) hours and employees called to work sooner than twelve (12) hours from the end of their last work period shall be paid one and one-half (1½) times the employee's regular straight-time hourly rate for all work performed up to the time said twelve (12) hour period between shifts shall have elapsed.

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

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

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

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

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

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

b. Rest Breaks: The Company also provides and permits Employees who work at least three and one-half hours in a day a paid net 10-minute duty-free rest period for every four hours of work or major fraction thereof. Employees who work up to six hours in a day may take a second net 10-minute rest period. Employees who work more than 10 hours in a day may take a third net 10-minute rest period. The rest periods should be taken in the middle of each work period to the extent it is practicable to do so.

c. Administering Breaks: Because of the nature of the Employee's work, it is each Employee's responsibility to ensure their meal and rest periods are taken, as the Company does not have uniform meal or rest periods.

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

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

- 5.11 **JOB DUTIES:** Workloads and work assignments shall be distributed on a fair and equitable basis and shall not be unreasonable in nature. Increased workload shall not be used as a form of discipline.
- 5.12 **FREE TIMING:** An employee will be terminated within seven (7) days of the Employer discovering a willful violation of the provisions of this Agreement by an employee working off the clock ("free time").

SECTION 6: SENIORITY - TA

- 6.1 **DEFINITION:** Seniority shall be defined as the length of continuous employment of an employee with the Employer. Seniority date starts with the original date of hire with Stachs-Eaze.

If a dispute arises between Employer and Union on the question of original date of hire with Employer, one of the following documents shall be accepted to confirm start date:

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

- 6.2 PROBATION: New employees shall serve a probation period of ninety (90) calendar days. During this period, Employees shall be subject to discharge without recourse or notice. Once probation is completed, the employee's seniority date shall be retroactive as of the first (1st) day of hire.
- 6.3 LAY OFF: When it becomes necessary to lay off employees because of a reduction in the workload seniority shall govern where fitness and ability are substantially equal. In the event of a layoff, full-time employees shall have seniority over part-time employees. Should an issue arise regarding the application of seniority where employees are hired on the same day, the last four (4) digits of the employee's social security number (on record with the Employer) shall be used as the impartial tie breaker with the highest number designating the senior employee.
- Notice: Employer will abide by all state and federal requirements for notice in the event of a layoff.
- 6.4 RECALL: Laid off employee(s) shall be recalled in the reverse order of layoff within classification prior to the hiring of new employees so long as they possess the skills and ability to do the job or learn the job. Seniority shall not apply to any employee until the employee has completed the probationary period.

SECTION 7: DISCIPLINE AND DISCHARGE

- 7.1 JUST CAUSE: The Employer may discharge or suspend any employee for cause. The following list includes some of the actions that will result in termination of employment for cause, regardless of when the offense occurs and without progressive discipline:
1. No show/no call for 3 or more consecutive shifts.
 2. Falsification of time/attendance records.
 3. Arriving for a driving shift in an impaired condition or any condition which makes operating a vehicle not safe.
 4. Selling other products while on a shift.
 5. A change in Driving Record that results in an additional two (2) or more points on their driving record within a three (3) month period.
 6. The driver is not insurable under the Company's policy requiring personal auto insurance.
 7. In the first 90 days of employment.
 8. Stealing or taking any Company property without authorization.
 9. Engaging in bullying, harassment, or discriminatory behavior.
 10. Egregious unsafe conduct that could lead to injury.
- 7.2 Write-Ups: In a case where an employee is issued a ~~written~~ warning for misconduct, but not discharged or suspended, the Employer will make a written record of such warning and provide a copy for the employee, with an additional

copy sent to the Union at the Union's request. All write-ups will expire nine (9) after months of issuance. Discipline will generally be issued in the following "progressive" manner:

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

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

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

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

SECTION 8: GRIEVANCE PROCEDURE

- 8.1 In the event of a dispute or grievance over the interpretation of this Agreement, the procedure below shall be followed:

When a grievance arises, the employee shall attempt first to settle the matter via their immediate supervisor, Human Resources, or other internal Company resources. 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.

- a) If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union can, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute, or disagreement.
- b) In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union all wage data concerning the same.
- c) Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance.
- d) Regardless of the date of filing, the employee will be eligible to receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) months or back to the effective date of the Agreement, whichever is more.
- e) Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of a, b, c, d above.

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

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

- a) A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the applicable service provider for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains; that person shall be the one (1) to hear and decide the grievance.
- b) The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred, and render a decision as soon as possible.
- c) Each party shall bear the expenses of preparing and presenting its own

case. The expenses of the neutral party shall be equally shared by the parties.

- d) There shall be no recourse to any other method of settlement or court of law, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.
- e) The decision of the arbitrator shall be final and binding upon all parties to the dispute. By entering this Agreement, the Union, the employees and the Employer give up their right to have any dispute heard by a jury or a court of law, subject to subsection d above.

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

8.3.2 LIMITATIONS ON ARBITRATOR: The arbitrator shall not have the right to modify, amend, delete or add to any of the terms of this Agreement.

8.3.3 TIME LIMITS: The time limits set forth above shall be 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 9: LEAVE OF ABSENCE

9.1 BEREAVEMENT LEAVE

Eligibility: All full-time, part-time and **flex** employees are eligible for paid **funeral bereavement** leave upon completion of the employee's **probationary period first six (6) months.** **UNION – EMPLOYER TA 8.24.23**

IMMEDIATE FAMILY: Leave days are for the purpose of arranging for and attending the funeral of a covered family member. Full-time employees will receive bereavement leave as follows: up to five (5) consecutive days paid leave in the event of the death of the employee's spouse, child, step-child, or cohabitating significant other or registered domestic partner, parents, siblings, grandchild, grandparents, and current in-laws (mother, father, sister, brother). Part-time employees **and flex employees** will be eligible for up to two (2) consecutive days paid leave under the same circumstances. This leave must be approved by the employee's manager or HR Director. The employee's supervisor may approve additional unpaid time off.

UNION – EMPLOYER TA 8.24.23

9.2 JURY DUTY

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

summons notice as soon as they receive it, so that the Employer may keep it on file.

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

9.3 PARENTAL LEAVE

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

9.4 VOTING:

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

Employees will be allowed a maximum of two hours of time off from work to vote in an election day without loss of pay. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting.

~~When possible,~~ [When requesting time off to vote](#) an employee requesting time off to vote shall give their supervisor and Human Resources at least two working days' notice. **UNION – EMPLOYER TA 8.24.23**

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

9.5 UNION LEAVE OF ABSENCE

An employee in good standing with the Employer, whose acceptance of employment with the Union takes Employee from Employee's employment with the Employer, shall, upon written request to the Employer by the Union, receive a leave of absence for the period of Employee's service with the Union, of not less than thirty (30) days nor more than one (1) year. The Union's request for such a leave of absence, and for the return of an employee to work at the conclusion of such a leave, shall each be served upon the Employer in question, in writing, a minimum of two (2) calendar weeks immediately preceding the date of the proposed commencement of the requested leave and the proposed return to work, respectively. Upon his or her return, they shall be reemployed at work similar to that in which they were engaged immediately prior to her or his leave of absence. During the period of the authorized [unpaid](#) leave of absence, the Union shall be obligated to make insurance and/or retirement plan contributions, [to the extent enrolled](#), on behalf of the involved employee. This will be limited to one (1) Employee per location. **UNION – EMPLOYER TA 8.24.23**

9.6 PERSONAL LEAVE

Personal Leaves of absence without pay may be granted at the Employer's sole discretion upon written request by the employee for a period no longer than thirty (30) cumulative

days in any one (1) calendar year with mutual agreement by the Employer. Such leaves will be for bona fide reasons. All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) days upon extenuating circumstances and with mutual agreement by the Employer.

SECTION 10: SICK LEAVE

10.1 ELIGIBILITY

All employees (full-time, part-time) who work in California thirty (30) or more days within a year are eligible for sick leave under this policy.

10.2 ACCRUAL AND CARRYOVER:

Accrual begins on the first day of employment. All eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Accrued and unused leave under this policy will carry over each year but accrual will be capped at one hundred (100) hours. Once the employee reaches the cap, paid sick leave will cease to accrue until the earned but unused sick leave falls below the cap, at which time it will begin accruing again at the normal rate. Unused sick pay is not paid out upon separation of employment.

10.3 USE: Eligible employees may begin to use paid sick leave under this policy beginning on the ninetieth (90th) day of employment. Sick leave must be used in one (1) hour increments. Employees may use paid sick leave to care for sick children, parents, and spouses and to apply for unpaid FMLA leave, if qualified. If the need for sick leave is foreseeable, an employee must provide reasonable advance notice to his or her manager. If the need is not foreseeable, the employee must provide notice as practicable.

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

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

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

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

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

SECTION 11: HOLIDAYS

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

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

If the Employer elects to open on any of the named holidays in this Agreement (other than Employee's birthday, which is addressed separately below), shift assignments shall be staffed first with volunteers. If more employees volunteer than needed, shift assignments shall be by seniority. If not, enough employees volunteer shift assignments shall be by inverse seniority.

11.2 HOLIDAY PAY: ~~Employees will receive time off at their regular rate of pay for each Stachs-designated holiday. However, business needs may require an employee to work on a Company holiday.~~ **Employees may elect to utilize accrued paid vacation for each Stachs-designated holiday.**

If a non-exempt employee works on a Company-observed holiday, the employee will receive **1.5 eight hours' pay at** their regular rate of pay **for all hours worked. plus pay for all hours worked.** ~~If an employee quits or is terminated, the Company will not pay the employee for future holidays.~~

11.3 FLOATING OPTIONAL HOLIDAYS: Employees shall receive pay for two Floating Optional Holidays, to be used for Employees' birthdays, religious observances, or cultural events, as if worked. Each employee shall give the Employer

notice of their preferred Floating Optional Holidays at least thirty (30) days prior to the day they wish to observe their Floating Optional Holidays.

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

SECTION 12: VACATION

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

Length of Service	Annual Time Off	Accrual per Hour Worked	Carryover Cap
Upon Hire - 12 mos.	One (1) week/40 hours	.02 hours	40 hours
13 mos. - 36 mos.	Two (2) weeks/80 hours	.0385 hours	120 hours
37 mos. -60 mos.	Three (3) weeks/120 hours	.058 hours	180 hours
61 months - +	Four (4) weeks/160 hours	.077 hours	240 hours

12.2 SELECTION: A vacation calendar shall be posted on or about December 15th, of each year and employees shall make their vacation selection by seniority in the classification no later than 90 days prior to the requested vacation dates. Employees failing to select during this time shall select their vacation on a space available basis.

12.3 USE: Vacation may be used by employees for any reason subject to the reasonable scheduling needs of the Employer. Employees shall give at least **two (2)** ~~one (1)~~ week notice of the intent to take vacation, except in cases of emergency or illness. In the event that more employees desire time off than can be accommodated for the business, seniority shall prevail.

12.4 PAY: Vacation pay shall be paid at employee's straight hourly pay at the time vacation is taken and paid in the pay period for the time the vacation is taken. Employees shall be paid for any accrued and unused vacation days when their employment terminates at the employee's straight hourly rate of pay in effect at the time of termination of employment.

12.5 NEW EMPLOYER: Vacation seniority, defined as the length of an employee's service, which determines the length of vacation to which he/she is entitled, shall not be affected by the sale or transfer of the job site in which he/she works. Employees who continue in employment with a new owner acquiring the job site shall have their service prior to the time of the acquisition credited by the new owner.

The new owner shall be obligated to make vacation payments after the acquisition in accordance with the employee's service with the new owner. The previous Employer shall pay each of his/her employees' earned vacation time prorated to the time of sale or transfer of the business.

SECTION 13: EMPLOYEE DISCOUNT

After completing ninety (90) days of employment, all full- and part-time employees are eligible for an employee credit of \$25/month for all products sold on the EAZE. If the employee discount is not used, it will be added for the next month and capped at \$150. EAZE credits will expire at separation and cannot be cashed out.

SECTION 14: CELL PHONE POLICY

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

You are expressly advised that in order to prevent misuse, Stachs reserves the right to monitor, intercept, review, and remotely wipe, without further notice, all Stachs content, including personal content from personal electronic devices, in the Company's sole discretion and consistent with legal requirements as it relates to any investigatory matters with the Employee. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and uses of the device, whether the device is in your possession or in the Company's.

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

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

Employees shall have the right to opt out of this provision but if an employee opts out of this section then they opt out of this section entirely.

SECTION 15: MILEAGE REIMBURSEMENT RATE

Mileage will be reimbursed at \$.45 per mile effective upon the first full day of work after ratification and for the next hundred and twenty days but can be extended by mutual agreement.

Upon ratification, the parties will commence a committee to research mileage including creating standardized reimbursement form, and jointly agreeing to third party independent consultants to present data on mileage reimbursement for delivery drivers. The employer only requires drivers to utilize a used compact car in the job postings. This rate will continue through August 1, 2024 or until mutual agreement of rate concludes. Once there is a rate agreed upon it will be binding for the life the Agreement.

SECTION 16: HEALTH AND WELFARE

The Employer will provide health and welfare consistent with Stachs plans. The Employer's contribution rates will be consisted with the following spreadsheet:

2022 - Nov					
MEDICAL					
		Total Monthly	EE Monthly	EE PPP 26	ER Monthly
Kaiser \$2000 HMO					
	EE	\$483.93	\$183.93	\$84.89	\$300.00
	ES	\$1,113.04	\$813.04	\$375.25	\$300.00
	EC	\$822.68	\$522.68	\$241.24	\$300.00
	FAM	\$1,403.40	\$1,103.40	\$509.26	\$300.00
Kaiser \$5500 HSA HMO					
	EE	\$332.39	\$32.39	\$14.95	\$300.00
	ES	\$764.50	\$464.50	\$214.38	\$300.00
	EC	\$565.07	\$265.07	\$122.34	\$300.00
	FAM	\$963.94	\$663.94	\$306.43	\$300.00
Kaiser \$1000 PPO					
Non-CA Employees Only					
	EE	\$742.44	\$183.44	\$84.66	\$559.00
	ES	\$1,707.61	\$1,148.61	\$530.13	\$559.00
	EC	\$1,262.15	\$703.15	\$324.53	\$559.00
	FAM	\$2,153.08	\$1,594.08	\$735.73	\$559.00
DENTAL					
		Total Monthly	EE Monthly	EE PPP 26	ER Monthly
Cigna High					
	EE	\$43.45	\$43.45	\$20.05	\$0.00
	ES	\$85.98	\$85.98	\$39.68	\$0.00
	EC	\$115.77	\$115.77	\$53.43	\$0.00
	FAM	\$173.28	\$173.28	\$79.98	\$0.00
Cigna Low					
	EE	\$37.09	\$37.09	\$17.12	\$0.00
	ES	\$73.29	\$73.29	\$33.83	\$0.00
	EC	\$94.60	\$94.60	\$43.66	\$0.00
	FAM	\$142.81	\$142.81	\$65.91	\$0.00
Dental Care Access DHMO					
	EE	\$11.36	\$11.36	\$5.24	\$0.00
	ES	\$20.22	\$20.22	\$9.33	\$0.00
	EC	\$25.60	\$25.60	\$11.82	\$0.00
	FAM	\$37.55	\$37.55	\$17.33	\$0.00
VISION					
		Total Monthly	EE Monthly	EE PPP 26	ER Monthly
Cigna					
	EE	\$6.77	\$6.77	\$3.12	\$0.00
	ES	\$13.53	\$13.53	\$6.24	\$0.00
	EC	\$13.67	\$13.67	\$6.31	\$0.00
	FAM	\$21.81	\$21.81	\$10.07	\$0.00

SECTION 17: WAGES

Hourly Base Rates of Pay			
Retail and Delivery Sales Associates			
<i>Tenure (months)</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
0-5	Min.* +\$0.25	Min.* +\$0.25	Min.* +\$0.25
6-11	Min. +\$0.75	Min. +\$0.75	Min. +\$0.75
12-23	Min. +\$1.00	Min. +\$1.00	Min. +\$1.00
24-35	Min. +\$1.75	Min. +\$1.75	Min. +\$1.75
36+ **	Min. +\$2.50	Min. +\$2.50	Min. +\$2.50
Inventory and Depot Associates including retail leads			
<i>Tenure (months)</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
0-5	Min.* +\$1.25	Min.* +\$1.25	Min.* +\$1.25
6-11	Min. +\$1.75	Min. +\$1.75	Min. +\$1.75
12-23	Min. +\$2.00	Min. +\$2.00	Min. +\$2.00
24-35	Min. +\$2.75	Min. +\$2.75	Min. +\$2.75
36+ **	Min. +\$3.50	Min. +\$3.50	Min. +\$3.50
<p><i>*Min.</i> refers to the prevailing local Minimum Wage in effect at the location of the driver's delivery depot to for a total <u>maximum hourly rate of \$21.00 for Retail and Delivery Sales Associates and \$22.00 for Inventory, Depot Associates including retail leads.</u></p>			

~~SEPARATE AGREEMENTS: No employee shall suffer a reduction in pay because of the signing of this Agreement. The Employer may provide salaries and rate increases more than the rates set forth in Section 17, based on an employee's performance, merit, and other factors so long as it is done in a fair and impartial manner~~

SECTION 18: NO STRIKE OR LOCKOUT

18.1 The Union agrees that neither it nor any of its officers, representatives or members will call, instigate, participate in or condone any strike, walkout, sitdown, slowdown or other stoppage, or interfere with the normal work operation, and the

18.2 Employer agrees that there shall be no lockout during the term of this Agreement. It is expressly understood that Shop Stewards and their Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the Shop Stewards and shall not hold the Union liable for any unauthorized acts, provided the Union shall make every effort upon request of the Employer to end such unauthorized action by the Shop Steward, or the membership.

18.3 The Union recognizes that the Shop Stewards, by virtue of their position, have an obligation as representatives of the Union to make every affirmative effort, upon the request of the Employer, to end any unauthorized action by the membership in violation of this Section. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline in the event a Shop Steward has taken unauthorized strike action or any other action interrupting the Employer's business in violation of this Agreement. The Union reserves the right to remove any Steward or Alternate at any time for the good of the Union.

SECTION 19 SAVING CLAUSE

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

SECTION 20 – TERM OF AGREEMENT

20.1 This Agreement shall go into effect on ratification _____ and continue in full force and effect for three (3) years. It is further agreed and understood that on expiration of the contract, this Agreement shall automatically be renewed for one year from such date and thereafter upon the anniversary of the effective date, without further notice, provided that either party may open this Agreement for the purpose of discussing changes or revisions in this Agreement by giving at least sixty (60) calendar days' notice in writing prior to _____.

FOR THE EMPLOYERS

FOR UFCW LOCAL 5

CORY AZZALINO
CEO

JAMES ARABY
STRATEGIC CAMPAIGNS
DIRECTOR

FOR UFCW LOCAL 135

ITS: _____

FOR UFCW LOCAL 324

ITS: _____

FOR UFCW LOCAL 770

ITS: _____