# Agreement by and between UFCW 3000 and **Crossmatch d/b/a Mr. Greens Cannabis**

## Effective: 07-01-2020 - 03-31-2024



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: 1-866-210-3000

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#### ARTICLE 1 – RECOGNITION

Section 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 store (Lake Forest Park).

Section 2: The Employer will notify the Union of all new bargaining unit employees hired within ninety (90) plus one (90 + 1) day of their employment.

Section 3: All work covered under this Agreement may be performed by bargaining unit employees of the Employer. Non-bargaining unit employees are expressly permitted to perform bargaining unit work to give employees breaks or to address a lack of staffing provided bargaining unit employees do not suffer a reduction of scheduled hours.

Section 4: <u>Indemnification</u>: 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 5: Any employee retained by the Employer for more than the probationary period of ninety (90) days must become and remain a member in good standing of the Union as a condition of employment. A member in good standing shall be defined to mean the payment of an initiation fee and periodic dues.

#### **ARTICLE 2 – MANAGEMENT RIGHTS**

Section 1: The management of the Employer's business and the directions 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: 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.

#### 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.

Section 2: 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 (1-1/2) 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. In the event the Employer must require employees to work on a holiday, the most junior employees will be mandated to work within the budtender and lead classifications provided skills are relatively equal.

#### 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		Accrual Rate
(Completed)	Earned Time Off	(Per Pay Period)
1 Year	40 hours	1.67 hours
2 Years	88 hours	3.67 hours
4 Years	96 hours	4.00 hours

\*Pay Period as used here is an ordinary twice-monthly 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) hour 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: (WA law- employees must accrue on 1<sup>st</sup> day of employment) ETO banks shall reset every year on January 1<sup>st</sup>. 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 31<sup>st</sup> 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.

Section 7: An additional ETO day, in lieu of holiday pay, shall be provided for employees with at least one year of service.

Section 8: New Employees - <u>Washington Paid Sick Leave (WPSL) Accrual</u>: New employees (in their first year of employment with Employer), will accrue one (1) hour of sick leave for every forty (40) hours worked. New employees will be permitted to use sick leave as permitted under the WPSL (RCW 49.46).

#### ARTICLE 5 – CIVIC DUTY

Section 1: <u>Jury Duty</u>: 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 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 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.

#### 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: five (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. 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. Employees have a right to object to warnings they believe are unjust, following the procedures outlined in Article 8 of this Agreement.

Section 3: No prior warning notice will be necessary if the cause of discharge or suspension is for serious misconduct.

Section 4: Not withstanding any of the prior sections, noncompliant activity putting the Employer's cannabis business license at risk, including any pertinent permits and licenses, may result in an immediate termination.

#### ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1: In the event of a dispute or grievance over the interpretation or application 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 the same.
- d. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing by the Union within twenty-one (21) calendar days after 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. The parties will meet to discuss the grievance within fourteen (14) calendar days of the date of the Union's grievance. If the grievance remains unresolved, the Union may submit the grievance to binding arbitration within fourteen (14) days of the date the parties' meeting. The parties shall use FMCS to obtain a

panel of arbitrators. The parties shall select an arbitrator by striking names in turn until only one name remains.

Section 3: <u>Arbitration</u>:

- a. Each party shall bear the expenses of preparing and presenting its own case, including the costs of its own attorneys' fees. The expenses of the neutral party shall be equally shared by the parties.
- b. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

Section 4: <u>Limitations on Arbitrator</u>: The arbitrator shall not have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

Section 5: <u>Time Limits</u>: 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: <u>Job Site Visit</u>: A Union Representative employed by the Union shall, with advance notification to the Employer, be allowed to visit the worksite for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and compliantly and in such a manner as to not interfere with business operations. 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.

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 provided in time sensitive matters the meeting is not delayed more than three (3) days excluding weekends and holidays.

Section 3: <u>Bulletin Boards</u>: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.

Section 4: <u>Time-Off for Union Business</u>: Employees shall, with the consent of the Employer, 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. Such consent shall not be unreasonably withheld. The Union will give the Employer reasonable notice 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. When practicable, the Union will give two (2) weeks' notice to the Employer where the requested leave will exceed one day/shift.

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: <u>Shop Steward</u>: The Union shall be allowed to designate a shop steward for the purpose of monitoring compliance with this Agreement and other legitimate Union business. The steward shall be allowed to conduct incidental Union business on company time provided it does not interfere with operations.

Section 7: <u>Alternate Shop Steward</u>: An alternate shop steward shall be designated in the event the designated shop steward is unavailable. The alternate shop steward shall be allowed to conduct the same incidental Union business as the designated shop steward on company time provided it does not interfere with operations.

Section 8: <u>Joint Labor/Management Committees</u>: 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 sixty (60) days of ratification to discuss and implement all subjects/sections within Article 14 of the CBA.

Section 9: The Employer shall display their retail establishment entrances, a union shop card designating this a union represented establishment.

#### ARTICLE 10 - 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 11 – 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 12 – HOURS OF WORK

Section 1: 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 2: <u>Overtime</u>: For hourly employees, all time worked in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one half (1.5) the straight-time hourly

rate. Alternative workweek 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 or less 10 hours \*an additional 10-minute break shall be granted for every additional two (2) paid 15-minute breaks break shall be granted for every additional two (2) hours worked in excess of an employees' scheduled shift.

Section 5: <u>Hours Paid</u>: ETO and personal time paid but not worked will not count towards overtime.

#### ARTICLE 13 – SENIORITY

Section 1: <u>Probation</u>: 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 ninety (90) days.

Section 2: Seniority as used in this Agreement shall be considered a tie-breaker on such issues as shift bidding, layoff, assignment of work, etc. Wherever seniority is listed as a tie breaker where skills, qualifications and ability are considered relatively equal, and an arbitrator will not substitute their judgement for a good faith judgement by the employer.

Section 3: <u>Lay Off</u>: In the reduction of forces the last employee hired shall be the first employee laid off within the classification provided skills, ability and qualifications are relatively equal. 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) weeks' pay at the employee's regular rate in lieu thereof.

Section 4: 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 5: <u>Compassionate Scheduling</u>: The Employer shall post a work schedule for all employees specifying start and finish of shifts not later than 5:00pm on Monday for the workweek that begins the following Monday. In the event a new schedule is not posted, the previous week's schedule shall apply.

Section 6: <u>Schedule Selection</u>: Seniority shall prevail regarding the selection of workweek schedules and shift selection when it is operationally feasible and provided skills, ability and qualifications are relatively equal.

Section 7: The Employer will forward the seniority list to the Union upon request.

Section 8: <u>Assistant Managers and leads</u>: The jobs of leads and of Assistant Management shall be awarded at management discretion.

#### ARTICLE 14 – 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 the following week. 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: The Union shall present wage deduction authorization forms to the Employer for all employees subject to this Article and the Employer shall deduct dues in accordance with its terms and subject to applicable laws.

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 15 – WAGES

Section 1: <u>Job Classifications & Rates of Pay</u>: During the term of this Agreement the following job classifications, rates of pay and increases shall apply:

Classification	Current Rate	Effective 04/01/2021 (2.5%)	Effective 04/01/2022 (2.5%)	Effective 04/01/2023 (2.5%)
Budtender	\$15.60	\$15.99	\$16.39	\$16.80
Merchandiser	\$15.60	\$15.99	\$16.39	\$16.80
Inventory Control	\$15.60	\$15.99	\$16.39	\$16.80
Lead Budtender	\$17.00	\$17.43	\$17.86	\$18.31
Lead Trainer	\$17.50	\$17.94	\$18.39	\$18.85

\*Grandfather existing employees who are above current starting rate (annual increases apply)

Section 2: <u>Merit Increases</u>: The employer may award merit increases above and beyond contract scales. Merit increases shall be awarded based on quarterly reviews. Any merit increase shall be added to the employee's base hourly rate. Factors for merit increases can include performance training, education, disciplinary history, and other factors, at the employer's discretion.

Section 3: Employees assigned to backfill a position outside their classification shall be paid the rate of the job performed or the employees' regular rate whichever is higher for the time spent in the higher classification.

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

#### ARTICLE 16 – BONUS PROGRAM

Section 1: The bonus program will be a monthly pool based on the Net Profit of the store. Six and a half percent (6.5%) of the net profit will be allocated to the pool. The bonuses will be allocated as follows:

Full-time employees (36 hours or more) will get a base monthly bonus of \$75; Part-time employees (16-35 hours) will get receive \$40/month; and Employees working 1 to 15 hours per week will receive \$25/month. Bonuses are on the assumption that there are sufficient profits to cover the bonus program.

Bonuses will be paid if there are no performance issues, attendance problems or compliance issues.

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 negotiations regarding details of the bonus program.

#### 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 thirty (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:

Monthly Rates	Med/RX/Short term Disability	Dental	Vision	Total	For Duration of Agreement Employer Contribution
					50%
Employee	\$398.83	\$41.21	\$3.97	\$443.12	\$221.56
Employee +					50%
Spouse	\$807.52	\$84.48	\$6.31	\$898.31	\$449.16
Employee +					50%
Children	\$710.21	\$74.18	\$5.54	\$789.93	\$394.97
					50%
Family	\$1,123.20	\$132.83	\$9.93	\$1,265.94	632.97

After the first of the 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.

Employees become eligible for Health and Welfare coverage after 1 year 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.

Assistant Managers qualify for Health and Welfare immediately following the completion of probation. Members who previously qualified for Health and Welfare prior to

obtaining Assistant Managers position will be exempt for probationary rule as to pertaining to Health and Welfare and will continue to receive those benefits during Assistant Managers probationary period.

Health & Welfare Benefits are summarized in Appendix A of this Agreement. Employees will choose 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.

Section 2: <u>Re-Opening in Event of Changes in Tax Code Section 280e</u>: Should there be a change to the 280e Tax Code to allow labor and health benefits to be tax deductible, either party may reopen this Article to propose changes.

#### ARTICLE 18 – 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 19 – EMPLOYEE DISCOUNT

Section 1: Employees shall receive a thirty-five percent (35%) off the full retail price for purchases at the employer's dispensary any day of the week. There shall be no stacking of discounts (i.e. an item on sale to the public for twenty percent (20%) off may be purchased by employees at a thirty-five percent (35%) discount, not fifty-five percent (55%)).

#### ARTICLE 20 – 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.

#### ARTICLE 21 – LEAVES OF ABSENCES

Section 1: <u>Personal</u>: 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: <u>Parental</u>: 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 22 – SAFETY

Section 1: <u>Safety</u>: 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: <u>Safety Committee</u>: The Union and the Employer agree to form a safety committee in conformance with State laws.

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.

#### ARTICLE 23 – 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 24 – NO DISCRIMINATION

Section 1: The Employer is committed to establishing and maintaining a diverse work force and one free of illegal discrimination. Issues and policies involving the promotion of diversity in the work place may be considered by the Labor-Management Committee established herein. The Employer will give good faith consideration to recommendations made by the Labor-Management Committee.

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

#### ARTICLE 25 – DURATION OF AGREEMENT

Section 1: Except as otherwise indicated herein, this Agreement shall be effective July 01, 2020, subject to ratification, and shall remain in full force and effect in all areas to and including March 31, 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 11 Legislative change of this Agreement shall not be binding on either party.

### CROSSMATCH d/b/a MR. GREENS UFCW LOCAL 21 CANNABIS

DAN McTAGGART Owner Mia Contreras Executive Vice President

Date

Date

AMIRAH H. ZIADA MIRZITEH Contract Negotiator

Date

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#### CROSSMATCH d/b/a MR. GREENS CANNABIS

**UFCW LOCAL 21** 

DAN McTAGGAR C Crossmatch LLC, Member

7/2021

Date

mia Catu

Mia Contreras Executive Vice President

6/7/2021

Date

AMIRAH H. ZIADA MIRZITEH Contract Negotiator

6/7/2021

Date

#### APPENDIX A

Summary Plan of Benefits for Eligible Employees in **The Universal Plan** Provided by the UFCW National Health & Welfare Fund 1212 West Robinhood Drive, Suite 3-E, Stockton, CA 95207 209-952-6533, 800-821-1222

SUMMARY OF BENEFITS	YOUR SHARE ELIGIBLE EXPENSE		
	In-Network	Out-of-Network	
Calendar Year Deductible			
Individual	\$250	\$250	
Family	\$500	\$500	
Coinsurance after Deductible	20%	30%	
Lifetime Maximum	Unlim	nited	
Out-of-Pocket Maximum	\$6850/\$13700	None	
Physician Office Visits			
Primary Care Physician	20% co-insurance, after deductible	30% co-insurance, after deductible	
Specialist Physician (Includes Cardiologists,	20% co-insurance, after	30% co-insurance, after	
Psychiatrists, etc.)	deductible	deductible	
<b>Preventive Care Benefits</b> (One annual exam per calendar year including blood screening, urine tests, chest x-ray, EKG, & mammography)	No Charge	30% co-insurance, after deductible	
Hospital(Daily Hospital Room and Board, Semi Private and other allowable expense)	No Charge	30% co-insurance, after deductible	
Hospital Pre-Certification Penalty	50% of benefits up to a	maximum of \$5,000	
Ambulance	20% co-insurance, after deductible	30% co-insurance, after deductible	
Emergency Room(waived if admitted)	\$50 copay plus 20% co- insurance	\$50 copay plus 20% co- insurance	
Mental and Substance Abuse			
Inpatient	No Charge	30% co-insurance, after deductible	
Outpatient	20% co-insurance, after deductible	30% co-insurance, after deductible	
Home Health Care	20% co-insurance, after deductible	30% co-insurance, after deductible	
Skilled Nursing Care	20% co-insurance, after deductible	30% co-insurance, after deductible	
<b>Durable Medical Equipment</b> (Total rental not to exceed purchase price)	20% co-insurance, after deductible	30% co-insurance, after deductible	
Physical, Occupational, and Speech Therapy (excludes Chiropractic)	20% co-insurance, after deductible	30% co-insurance, after deductible	
Chiropractic (Up to 12 visits per calendar year)	20% co-insurance, after deductible	30% co-insurance, after deductible	
Vision Benefit (Payable during any two (2) year period with maximums)			
Eye Exam	No Charge	No Charge	
Frames/ Lenses	Covered in full up to \$100 per person per calendar year	Covered in full up to \$100 per person per calendar year	

PRESCRIPTION DRUG PLAN	YOUR SHARE OF ELIGIBLE EXPENSE			
	In-Network	Out-of-Network		
Retail 30-Day Supply				
Generic Drugs	10% co-insurance, after deductible	Not Covered		
Preferred Brand Name Drugs	20% co-insurance, after deductible	Not Covered		
Mail-Order 90-Day Supply				
Generic Drugs	10% co-insurance, after deductible	Not Covered		
Preferred Brand Name Drugs	20% co-insurance, after deductible	Not Covered		

Delta Dental PPO Plus Premier Plan:	In-Network	Out-of-Network
Calendar Year Deductible		1
Per Person	\$50	\$50
Family Aggregate Maximum	\$150	\$150
Preventive & Diagnostic (No Deductible)		
Exams, Cleanings, Bitewing x-rays	100%	100%
Fluoride Treatment, Sealants	100%	100%
Remaining Basic (After Deductible)		
Filings, Extractions, Root Canals (endodontics)	80%	80%
Periodontics, Oral Surgery, TMJ Treatment, Repair of Dentures	80%	80%
Crowns & Prosthodontics (After Deductible)		
Crowns & Gold Restorations, Implants	50%	50%
Bridgework, Full & Partial Dentures	50%	50%
Calendar Year Maximum (per person)	\$2,000	\$2,000
Orthodontics (Child & Adult)		L
Coinsurance	50%	50%
Lifetime Maximum	\$2,000	\$2,000

SHORT TERM DISABILITY

Benefit Begins Following the elimination period of 0 days for injury; 7 days for sick			
Benefit Duration	Benefits continue for as long as you are disabled up to a maximum duration of 26 weeks		
Weekly Benefits Payable	66.7% of your pre-disability earnings up to a maximum of \$500 per week		

\*Composite rate may be available after determining if the demographics of the population will support the cost of providing benefits.

# 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 legallybinding 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