

AGREEMENT

Between

PHL Metro dba Green Farmers, LLC



2021 - 2024 CONTRACT

and

**UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL NO. 7**

**Chartered by the
UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO**

THE OFFICES OF LOCAL 7 ARE LOCATED IN THE

**UFCW BUILDING
7760 West 38th Avenue, Suite 400
Wheat Ridge, Colorado
80033-9982**

Telephone - 303-425-0897

Toll Free - 1-800-854-7054

Website: www.ufcw7.org

**Colorado Springs Office
1120 N. Circle Blvd.,
Suite 140
Colorado Springs, CO 80909
Telephone: 719-528-1571**

**Pueblo Office
720 N. Main St.
Suite 311
Pueblo, CO 81003
Telephone: 719-561-0360**

If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union office.

MEMBERS' OATH & OBLIGATION:

I, (your name), pledge to uphold Union principles, to support and participate in the endeavors of this Union. I promise to conduct myself in a manner that will reflect credit upon this organization.



***Kim C. Cordova, President
Kevin R. Schneider, Secretary-Treasurer***

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**Medical Cannabis, Retail, Horticultural & Processing
Collective Bargaining Agreement**

AGREEMENT

This Agreement entered into by and between PHL Metro and or Green Farmers LLC (dba), hereinafter referred to as the "Employer" and United Food and Commercial Workers Union, Local 7, hereinafter referred to as the "Union" agrees to the bound by the following terms and provisions covering wages and working conditions.

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 present and future place(s) of business in UFCW Local 7 jurisdiction. In the event that the Employer opens other facilities outside of UFCW Local 7 jurisdiction and within the jurisdiction of the UFCW International Union, employees of those facilities shall be covered by this Agreement in their respective local union or affiliate as assigned by the UFCW International. The parties will bargain over the wages of any classification not covered by this Agreement.

Section 2: When new or additional employees are needed, the Employer shall 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 shall be the sole determination of the Employer as to which applicant(s) shall be offered employment.

Section 3: The Employer will notify the Union of all new bargaining unit employees hired within fourteen (14) days of their employment.

Section 4: All work covered under this Agreement shall be performed by bargaining unit employees of the Employer. The Union and the Employer may mutually agree to bargaining unit work performed by other employees so long as the Employer maintains the position of a dual Employer for all such employees.

Section 5: UNION SHOP. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the ninety first (91st) day following the beginning of such employment become and remain members in good standing in the Union. "In good standing" for the purposes of this Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applies uniformly to all employees covered by this Agreement.

Section 6: Indemnification. The Union hereby agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, losses, damages, liability or expense, including, without limiting the generality of the foregoing, attorneys' fees, arising from or growing out of the application of the Article by the Employer, that it incurs, if at the request of the Union, it wrongfully terminates an Employee pursuant to the Union security provision of this collective bargaining Agreement.

ARTICLE 2 - PAYROLL DEDUCTION

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

Section 5: The Employer will collect and forward membership application forms for new hires on behalf of the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1: The management of the business of the Employer and the direction of its personnel, including but not limited to: the right to hire, promote, demote, schedule hours of work, reduce hours of work daily or weekly, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline for just cause; to establish reasonable rules and regulations is the exclusive responsibility of the Employer subject to the terms of this Agreement. The Employer shall be the exclusive judge of its business and the methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer.

Copies of rules, policies and procedures and changes thereto will be given to the Union and to all employees.

Section 2: As a condition of this Agreement the Employer agrees to abide by all legal business requirements of the municipalities in which it operates. Given nature of the industry, the Employer and the Union understand the importance of adhering to professional, legal, ethical and safe business standards. Those standards include:

- a. Responsible customer service and access in a clean and secure environment that assures customer and worker safety.
- b. Safe and secure storage and other practices that anticipate and respect community and neighborhood concerns.

- c. Responsible dispensing to patients and their caregivers in a manner compliant with Colorado law.
- d. A demonstrated commitment to prevent and discourage secondary sales.
- e. A commitment to the development of continuing education and eventual certification of industry and workplace standards.

Section 3: The Employer and the Union will work as partners to assure that these standards are met but all legal responsibility for meeting these standards shall rest with the Employer.

Section 4: 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. Nothing in this Agreement will limit the right of employees to self-medicate at the workplace, so long as the employees have fulfilled all requirements for the use of medical cannabis under Colorado law.

ARTICLE 4 - HOLIDAYS

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

Section 2: All full-time employees shall be paid eight (8) hours of holiday pay at their straight time rate of pay for each of the listed holidays and personal holidays.

Part-time employees, who have completed probation, will receive prorated holiday pay. Holiday pay for part-time employees shall be based on twenty (20%) percent of the employee's average hours paid per week.

When required to work on a recognized holiday, employees shall be paid at time and one half hourly rate plus holiday pay for all hours worked on the holiday. 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 still receive their full holiday pay in addition to time and one half pay for the hours worked. Holiday work shall be offered in order of seniority. In the event the Employer must require employees to work on a holiday, the most junior employees will be mandated to work.

Section 3: HOLIDAY WEEK: Any employee who has reported for work on his/her scheduled working day immediately preceding and his/her scheduled working day immediately following a recognized holiday, except when permission to be absent has been granted by the Employer or when the absence is due to a bona fide illness of the employee, shall receive holiday pay at his/her regular rate of pay. It is understood that in order to qualify for holiday pay an employee must work at least one (1) workday during week in which the holiday falls.

ARTICLE 5 - VACATION

Section 1: An employee covered by this Agreement will be granted vacation with pay each year on their anniversary date, based on their continuous years of service with the Employer as follows: an employee with one (1) year of service shall receive 1) weeks, an employee with three (3) years of service shall receive two (2) weeks, an employee with five (5) years of service shall receive three (3) weeks.

Section 2 PAY: Vacations for all employees will be paid on a per day basis based on the average amount of hours worked per day by the employee for the previous calendar year, with a maximum of eight (8) hours per day and (40) hours per week. Employees will be paid straight-time pay for vacation days.

Section 3: The Employer will post vacation sign-up sheets by January 15 of each year and vacations selected on the basis of seniority for the period from April 1 through the following March 31. The approved vacation schedule shall be posted by April 1 of each year.

Vacation scheduling will be done in two (2) rounds, each in seniority order. During the first round, no employee may select more than one (1) week of vacation time before other employees have had an opportunity to select. The deadline to select the first week will be February 1. During the second round, each employee may schedule the entire balance of their vacation eligibility. Vacation scheduling will be done in rounds to ensure that, to the greatest extent possible, each employee will have the opportunity to schedule some vacation time during the summer months. The selection of vacation periods must be completed by March 1 of each year. The Employer shall reserve the right to designate the number of employees that may be on vacation at any time, but in no event less than one (1) employee in any one (1) week.

Section 4: Whenever a holiday falls during a vacation period of an employee, such employee shall receive an additional day of vacation with full pay; however, by mutual agreement between the Employer and the employee, the employee may be paid out the additional day without an extra day being taken off.

ARTICLE 6 - PERSONAL DAYS

Section 1: An employee covered by this Agreement will be granted personal days with pay each year on their anniversary date, based on their continuous years of service with the Employer as follows: 1 (year) service will receive 1 personal day, 3 (years') service will receive 2 personal days, and 5 (years') service will receive 3 personal days. Employees may take their personal day any time so long as they have requested the personal day one week in advance.

ARTICLE 7 - JURY DUTY

Section 1: An employee shall immediately notify their Employer upon receiving a call for jury duty. When a full-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between the employee's regular straight time daily rate and the amount received by the employee for jury service, provided the employee has completed six (6) months service with the Employer, is required to report by the jury commissioner and does serve on any jury. Such an employee must report for work whenever their presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

Section 2: 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 8 - FUNERAL LEAVE

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

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: four (4) days paid leave in the event of the death of the employee's spouse, child, step-child or significant other; three (3) days paid leave in the event of the death of the employee's parents, brother, sister, grandchild, grandparents, current mother-in-law, father-in-law, brother-in-law or sister-in-law.

ARTICLE 9 - DISCHARGE OR SUSPENSION

Section 1: The Employer may discharge or suspend any employee for just cause. A letter or notice shall be given the employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union.

Section 2: In a case where an employee is warned for misconduct but not discharged or suspended, the Employer shall make a written record of such warning and provide a copy for the employee, with a copy sent to the Union.

Section 3: In all disciplinary interviews and in the issuance of written warnings, the Employer shall make reasonable effort to assure that the affected employee understands the process and that he/she has the option to request Union representation at the interview. Employees have a right to object to warnings they believe are unjust, following the procedures outlined in Article 9 of this Agreement.

Section 4: No prior warning notice shall be necessary if the cause of discharge or suspension is for serious infractions. Examples include, but are not limited to, dishonesty, theft, recklessness, use of unauthorized drugs, or gross misconduct.

Section 5: A warning notice shall generally not be considered active for a period of over six (6) months unless a pattern of consistent similar misconduct can be shown to exist over a longer period of time. Prior to any suspension related to progressive discipline, a written warning shall be issued with a copy sent to the Union.

Section 6: Any employee may request an investigation of his/her discharge or suspension and the Union shall have the right to protest the discharge or suspension. Any such protest shall 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 shall be waived.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1: In the event of a dispute or grievance over the interpretation of this Agreement the following procedure shall be followed:

- a. When a grievance arises, the employee (with or without the Union representative) may attempt first to settle the matter with their immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall 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 shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.
- c. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.
- d. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason must be filed in writing with the Employer and the Union within thirty (30) calendar days after the employee has knowledge of the occurrence giving rise to the grievance. Regardless of the date of filing, the employee will receive the full back pay to which the employee is entitled for a valid grievance and shall be collectable over a period of time covering two (2) years or back to the effective date of the Agreement, whichever is more.
- e. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of a, b, c and d above.
- f. Employer Violations: Any Employer who intentionally violated any part of this Agreement shall be penalized for such violation, such as paying less than the established rate of pay or violating hours or employment, etc. If such violations are proven, the Employer shall pay double (2) times the amount involved.

Section 2: MEDIATION: Any discharge or dispute that cannot be resolved under the provisions of Section 1 of this Article may be referred by mutual agreement to the or by mutual agreement to Federal Mediation and Conciliation Service (FMCS), in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to nonbinding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Section 1 of this Article. The parties, by mutual agreement, may elect to bypass mediation and refer the matter directly to arbitration.

Section 3: ARBITRATION: If a dispute or discharge is not resolved by the provisions of the Section 1 and Section 2 of this Article, either party may refer the matter to arbitration by notification to the other party, in writing of their desire to arbitrate the issue.

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

e. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

f. Status Quo: During the period of adjustment or arbitration, as provide in this Article, the conditions in effect at the same time of the notification of the claimed grievance shall continue in effect pending final decision.

Section 4: LIMITATIONS ON ARBITRATOR: The arbitrator shall not have the authority to decide questions involving the jurisdiction of any local, or of the International, or which may in any way affect or change the Union security clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

Section 5: TIME LIMITS: The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by mutual agreement.

ARTICLE 11 - BARGAINING UNIT WORK

Section 1: MANAGERS WORKING: The Employer is not in violation of this Agreement if nonunion, management level employees of the Company perform the same or similar duties as union employees, in limited circumstances, when the welfare of the Company dictates such action be taken.

ARTICLE 12 - UNION REPRESENTATION/SHOP STEWARD

Section 1: JOB SITE VISIT: A Union Representative employed by the Union shall be allowed to visit the worksite for the purpose of ascertaining whether or not his Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall follow reasonable rules and procedures related to non-employee visits to the facility. The Employer reserves the right to accompany the Representative in sensitive areas. The Employer agrees to provide space for employees to meet privately with their Union Representative if requested.

Section 2: The Union Representative may attend Employer meetings that represent discussion of continuing problems that the Employer needs to address with the employees and the employees have asked their Union Representative to be present. The Representative will act as an observer only.

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

Section 4: TIME-OFF FOR UNION BUSINESS: Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, mediation or arbitration board hearings, or for other bona fide Union business. In all instances, the Employer shall be notified not less than two (2) weeks in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business.

Section 5: SHOP STEWARD: The Union shall be allowed to designate a shop steward each location for the purpose of monitoring compliance with this Agreement and other legitimate Union business. Stewards shall be allowed to conduct incidental Union business on company time.

Section 6: JOINT LABOR/MANAGEMENT COMMITTEES: The Employer and the Union agree to establish a Joint Labor and Management Committee (JLM) consisting of bargaining unit employees, management and the Union.

ARTICLE 13 - 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 14 - 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 15 - HOURS OF WORK

Section 1: The regular workweek shall constitute forty (40) hours over five (5) days. Work schedules shall be posted one week prior to the start of the schedule. The Employer may utilize part-time employees but the utilization of part-time employees shall not undermine the concept of full-time work. Part-time employees who desire more hours up to and including full-time may request those hours in writing. Available hours shall be offered to those employees based on seniority within their classification. Employer will have the right to offer a workweek schedule of Four (4) Ten (10) hrs. shifts. All hours worked in excess of Ten (10) hours in one day are considered overtime or overtime after 40hrs are to be paid in accordance in section 2 of this article. Further by mutual agreement between the employer and the employee, said employee can work a combination of ten (10) hour shift and eight (8) hour shifts in any given week. In this case the employer will provide a four (4) hour shift to the said full time employee to complete his/her 40 hour work week.

Section 2: OVERTIME: For hourly employees, all time worked in excess of eight (8) hours in one (1) day or in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 1/2) the straight-time hourly rate. Alternative worksheets may be arranged by mutual consent so long as they comply with state and federal laws. Daily and weekly overtime shall be offered by seniority in each classification. There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

Section 3: MEAL PERIOD AND BREAKS: Each employee scheduled for five (5) hours or more shall be entitled to a thirty (30) minute paid lunch period, to be taken no later than 4 hours from the start of a shift. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more, shall receive at least two (2) rest periods. When an employee is required to work ten (10) hours in a day, he shall be entitled to a third relief period of 15 minutes. By mutual agreement between the employer and employee, said employee may take a one (1) hour lunch period. However only 30 minutes of this one (1) hour lunch period will be paid and the other 30 minutes will be unpaid.

Section 4: HOURS PAID: Vacation, holiday, and personal time paid but not worked will not count as time worked for all purposes of this Agreement.

ARTICLE 16 - SENIORITY

Section 1: PROBATION: Employees who have not attained seniority with the Employer shall be deemed probationary and subject to discharge without recourse or notice. Once

probation is completed, the employee's seniority date shall be retroactive as of the first (1st) day of hire. New employees shall serve a probation period of ninety 90 calendar days. If the Union approves, an additional thirty (30) day probationary period may be instituted after which time, if the employee remains in the employ of the Employer, the seniority date shall revert to their original date of employment.

Section 2: LAY OFF: In the reduction of forces, the last employee hired shall be the first employee laid off within the classification. Laid-off employee(s) shall be recalled in the reverse order of layoff within the classification. Seniority shall not apply to any employee until he/she has completed the probationary period.

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

Section 3: JOB CLASSIFICATIONS & RATES OF PAY:

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

Position	Upon Ratification	Upon Year 2 (3%)	Upon Year 3 (4%)
Lead Master Grower	\$65,000	\$66,950	\$69,628
Cultivation Assistant	\$41,000	\$42,230	\$43,919
Grower	\$20.00/hr	\$20.60/hr	\$21.43/hr
Trimmer	\$15.00/hr	\$15.45/hr	\$16.07/hr

The employer agrees that if the state or city minimum wage surpasses the hourly rate the employer will increase the starting rate to \$.50 above the current minimum rate.

The Employer will continue the current plant count bonus structure (both Tier 1 and Tier 2) of 15% with the understanding that the Employer has the sole discretion to modify or terminate this bonus at any time upon prior notification to the union.

Employees asked to work outside their classification shall be paid the rate of the job performed or the employees regular rate whichever is higher for the employee's entire shift.

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

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

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

Section 8: The Employer and the Union agree to establish four (4) divisions for purpose of seniority and bidding: horticulture, retail, extraction and infused products.

ARTICLE 17 - HEALTH AND WELFARE

Section 1: The Employer will execute the attached Participation Agreement and other documents in order to attain Health and Welfare coverage under the UFCW National Health & Welfare Fund ("the Fund") effective upon completion of paperwork for coverage for employees averaging 30 or more hours per week. The Company will contribute to the Fund's rate for single coverage per month for each eligible employee electing coverage for employees as follows: 50% for 1 to 2 years of service, 60% for 3 to 4 years of service, 70% for 4 or more years of service. An employee choosing single coverage will pay the remaining percentage of the cost of single coverage deducted from their pay on a pre-tax basis.

The Employer will remit the entire amount due for single coverage to the Fund. Employees may cover dependents, children and/or spouse and employees are responsible for the additional cost of such dependent coverage. An employee choosing dependent coverage will have the cost of dependent coverage deducted from their pay on a pre-tax basis. The employer will remit the entire amount due for dependent coverage to the Fund.

Health & Welfare Benefits are summarized in Schedule 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.

Plan costs will be as follows: (any increases will kept at the same years of service percentage levels)

TIER	MED&RX	DENTAL/VISION	VISION	TOTAL	Years 1 and 2 employer contribution	Years 3 and 4 employer contribution	Years 4 and on employer contribution
Employee Only	\$431.35	\$49.08	\$3.08	\$480.44	50%- \$240.22	60%- \$288.27	70%- \$336.31
Employee plus Spouse	\$884.28	\$100.63	\$6.31	\$984.91	Minus employer contribution \$240.22	Minus employer contribution \$288.27	Minus employer contribution \$336.31
Employee Plus Child(ren)	\$776.43	\$88.36	\$5.54	\$864.79	Minus employer contribution \$240.22	Minus employer contribution \$288.27	Minus employer contribution \$336.31
Family	\$1,234.12	\$158.18	\$9.91	\$1,392.30	Minus employer contribution \$240.22	Minus employer contribution \$288.27	Minus employer contribution \$336.31

After the first year, the Fund will assess if any cost increase is required and the Employer continues to be responsible for amount agreed upon of the cost of Employee Only coverage and the employees pay the remainder required.

ARTICLE 18 - PENSION

Beginning June 4th, 2021, the Employer agrees to contribute 50 cents for every hour worked on behalf of all full-time and part-time employees, up to a maximum of 40 hours to the UFCW & Employers Retirement and Savings Plan. The Employer will comply with all terms and conditions of the plan, including deducting from employee compensation and forward the money in a timely manner to the Fund.

ARTICLE 19 - UNIFORMS

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

ARTICLE 20 - LEAVES OF ABSENCE

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

Section 2: MEDICAL: In case of accident, injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the

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

Section 3: FMLA/FAMILY: The Employer will grant family and medical leaves of absence in conformity with the FMLA and State leave laws. Employees may use earned sick pay, vacation and personal days for the care of sick children, parents, or spouses, in addition to personal medical reasons.

Section 4: PARENTAL: Non-probationary employees shall be eligible for up to three (3) weeks paid parental leave of absence in the event that they have given birth, that their spouse has given birth or for the adoption of a child, for the purpose of bonding with their new child.

ARTICLE 21 - GENERAL PROVISIONS

Section 1: SAFETY RULES: Safety rules 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: MILITARY SERVICE: The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the reemployment of persons entering military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

Section 3: PAID CIVIC DUTY: Employees will be offered up to 90 minutes paid annually for the purpose of voting.

ARTICLE 22 - PAY PERIOD AND WAGE STATEMENT

Section 1: All employees shall be paid on at least a biweekly basis. Paychecks shall include an itemized statement of hours worked and wages paid, including overtime pay, premiums and vacation.

ARTICLE 23 - NO DISCRIMINATION

Section 1: The Employer and the Union will adhere to all Federal and State statutes and Municipal ordinances that impact this Agreement.

ARTICLE 24 - APPRENTICESHIP

Section 1: APPRENTICESHIP: The Union and the Employer agree that if the Union develops a Cannabis Industry Apprenticeship Program, the parties will negotiate over the implementation of the program in appropriate classifications upon its certification. No employee's wage rate shall be reduced as a result of the implementation of an Apprenticeship Program.

ARTICLE 25 - SUCCESSOR

Section 1: In the event of sale of any location or locations covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant

to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees and may request, in addition thereto, another thirty (30) days in respect to any individual employee whom the Employer has reason to doubt their performance.

ARTICLE 26 - DURATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signature of their authorized representative this 27 day of May, **2021**.

UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 7, DENVER, COLORADO

By 

Print name Randy Tiffey

Title Director of Organizing

Date 5/27/2021

PHL Metro/dba Green Farmers LLC

By 

Print Name Tony Payton Jr.

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WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

Rule I: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule II: After the employee makes the request, the Employer must choose from among three options. The Employer must either:

A. **Grant the request** and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or

B. **Deny the request** and end the interview immediately, or

C. Give the employee a choice of:

- (1) having the interview without representation or
- (2) ending the interview.

Rule III: If the Employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The Employer may not discipline the employee for such a refusal.

DO NOT GO SUSPENDED!!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON (termination, lay-off, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. If you leave the industry **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal card must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

WITHDRAWAL CARD REQUEST FORM

It is your responsibility to request in writing

If your employment terminates, or you are on a leave of absence for 30 days or more, you should request a Withdrawal Card to stop your dues. Failure to request the card will result in mandatory payment of reinstatement fees upon your return to work.

Name (Print) _____ Date _____

Employee ID # _____ Home phone (____) _____

Employed by Company _____ Facility # _____

Home Address _____

City _____ State _____ Zip _____

Last Day Worked _____

Reason for Leaving (Please check one)

Termed, pending grievance Termed, leaving company

Going to non-union position

Medical Leave [maternity, disability, worker comp] and expect to return

LOA [personal, military] and expect to return to work

Retiring from company

Return this Request for Withdrawal Card to UFCW Local 7.

Dues must be paid for month in which you request withdrawal card.

Refund any advance dues

Apply any advance dues upon my return to work

Please give this to your Union Representative or place in an envelope and mail to:

UNITED FOOD AND COMMERCIAL WORKERS

LOCAL NO. 7

7760 WEST 38TH AVENUE, SUITE 400

WHEAT RIDGE CO 80033

If you have questions, please contact your Union Representative or Membership Records 303-425-0897, 1-800-854-7054