

GREEN DRAGON / UFCW LOCAL 7 BARGAINING
MEMORADUM OF AGREEMENT
November 7, 2023

Contract Negotiations between DP Holdings Colorado LLC d/b/a Green Dragon (“Employer”) and the United Food and Commercial Workers Local 7 (“Union”)

The Employer and the Union have met concerning workers in a newly organized bargaining unit described herein, and have reached agreement on terms for a collective bargaining agreement covering such workers memorialized in this Memorandum of Agreement (“MOA”). This MOA, the attached tentative agreements, and any attachments thereto represent the entire agreement between the parties.

Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed here shall be deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall not be used as evidence in any arbitration or any proceeding between the Parties.

The Parties reserve the right to correct any drafting errors or omissions in this Agreement, and agree that Article and Section numbering may be updated for consistency and order.

This Agreement is conditioned on a peaceful settlement, and shall be effective November 11, 2023 if ratified by the bargaining unit on or before that date. If this Agreement is not ratified on or before November 11, 2023, this Memorandum of Agreement shall have no further force or effect.

The Employer agrees to pay all bargaining unit employees employed at ratification a bonus of two hundred-fifty dollars (\$250.00), less applicable withholdings and deductions. Such payment shall be made within thirty (30) days of ratification. The Employer further agrees that all bargaining unit employees employed at ratification who remain employed on April 7, 2024 shall be entitled to an additional two-hundred fifty dollar bonus (\$250.00). This second payment shall be made not later than May 7, 2024.

The Union and the Employer agree that the Employer may modify the workweek to a Monday to Sunday workweek effective in January of 2024. So long as no employee suffers any loss in pay, the Employer may make conforming changes to accomplish this adjustment.

The Union and the Employer agree to replace their prior tentative agreement concerning Term with the following:

ARTICLE XX
TERM OF AGREEMENT

Section 1. This Agreement shall be in full force and effect beginning at 12:01 am on November 11, 2023 and shall remain in full force and effect until midnight

on Sunday, April 21, 2025 and shall automatically be renewed from year to year thereafter unless either party desires to change or terminate at the expiration. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

Section 2. The Employer has filed a Complaint for Judicial Review which is presently pending in the District Court for the City and County of Denver challenging the certification issued by the Colorado Department of Labor and Employment ("CDLE") concerning the bargaining unit recognized herein. If the final outcome in any such litigation, including any appeals, does not affirm the certification (an order requiring CDLE to re-run the election shall not be deemed to affirm the certification), the employer shall have the right to terminate this Agreement by providing written notice of the same to the Union within thirty (30) days of such final outcome. Such notice shall render the recognition clause set forth in Article 1 void *ab initio*, and Articles 3 (Dues Check-Off), 4 (Bargaining Unit Work), 5 (New Employees), 21 (Dispute Procedure), 23 (Union Stewards), and 24 (No Strike/Lockout) of this Agreement shall have no further force or effect beyond the date of the notice, but the Employer agrees to honor all other employment terms and conditions of the Agreement subsequent to the termination described herein through and including final determination as to the question of certification by the Colorado Department of Labor and Employment.

Bargaining Notes: For purposes of this Section 2, appeals shall be deemed exhausted following the later of (1) final disposition of this case by the Supreme Court of Colorado or (2) the passing of the deadline within which to file an appeal with the adversely affected party failing to file such appeal.

For purposes of this Section 2, any disputes which arose before the date of the notice shall be deemed to be covered by the Dispute Procedure set forth in Article 21, even if such procedure has not concluded. Any disputes that arise on or after the date of the notice shall not be covered by the Dispute Procedure.

**AGREEMENT BETWEEN DP HOLDINGS COLORADO LLC D/B/A GREEN DRAGON
AND
UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7**

TERM: NOVEMBER 11, 2023 THROUGH APRIL 21, 2025

This agreement is made and entered into by and between DP Holdings Colorado LLC d/b/a Green Dragon (the "Employer" or "Green Dragon") and United Food and Commercial Workers International Union, Local 7 (the "Union", "Local 7", or "UFCW"). For and in consideration of the mutual promises and conditions hereinafter set forth, and in order to assure and secure the benefits intended to be derived by the employees and the Employer under these Articles of Agreement herein, it is hereby expressly understood and agreed as follows:

**ARTICLE 4
BARGAINING UNIT WORK**

Section 1. All grow, production, processing, and cleaning work performed in the facility(ies) covered by this Agreement shall be performed exclusively by the bargaining unit, except that the employer may employ up to two (2) members of management at the facility who may perform such work without restriction.

**ARTICLE 5
NEW EMPLOYEES**

Section 1. At the time of hiring the Employer will furnish each employee with the address of the Union office and name of the Union representative, as well as other union-provided information which is acceptable to the Employer. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first day of employment, but not later than the eligibility date of participation in the various plans.

**ARTICLE 6
DEFINITIONS OF CLASSIFICATIONS**

Section 1. For purposes of this Agreement, the terms set forth below shall have the following meanings:

- a. Cultivation Technician – The duties of cultivation technicians are any and all work connected with early stages of plant growth and development performed in the South House, including but not limited to cloning.
- b. Harvest Technician – The duties of harvest technicians are any and all work connected with later stages of plant growth and development performed in the North House, including, but not limited to, cutting the plants.

- c. Machine Operator – The duties of the machine operator are the trimming of the plant, including operation and cleaning of the Mobius machine.
- d. Quality Assurance Technician – The duties of the quality assurance technician are any and all work with respect to the quality control process, and any other tasks performed in the cure room.
- e. Kitchen Technician – The duties of the kitchen technician are the processing of product into oils, edibles and related finished products, and any other work performed in the kitchen.
- f. Cartridge Technician – The duties of the cartridge technician are loading of cartridges with oil and other work performed in the kitchen.
- g. Packaging Technician – The duties of the packaging technician are the handling, packaging, and labeling of finished product.

ARTICLE 7 RATES OF PAY

- Section 1. The classifications, wages, and special conditions applicable to employees are set forth in Appendix "A," attached hereto, and, by this reference made a part hereof.
- Section 2. During the life of this Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Agreement, or otherwise by written consent of the Union.

ARTICLE 2 MANAGEMENT RIGHTS

- Section 1. The Employer retains the right to manage the facility, to direct the working forces, and to make necessary and reasonable rules and regulations for the conduct of business, including as may be set forth in the Employer's Handbook, providing that said rules and regulations are not in conflict with the terms of this Agreement or applicable law.

The Employer also retains 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 those rights are hereby expressly reserved to the Employer.

Section 2. As a condition of this Agreement, the Employer agrees to abide by all legal business requirements of the municipalities in which it operates. Given the nature of the cannabis industry, the Employer and the Union understand the importance of adhering to professional, legal, ethical, and compliant business standards covered in the Employee Handbook. It is understood that the Employer's business is lawful in the state of Colorado, 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. The Union agrees to partner with the Employer, where possible, concerning the full legalization of the work performed by the bargaining unit.

ARTICLE
OVERTIME

Section 1. Overtime compensation at the rate of time and one half (1 1/2X) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of twelve (12) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek.
- c. For all hours scheduled and worked on Saturdays and Sundays, except employees assigned exclusively to watering duties on such days.

Section 2. There shall be no pyramiding of overtime for the same hours worked.

ARTICLE
HOLIDAYS

Section 1. The recognized holidays for Green Dragon shall be New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve (second half of the day), and Christmas Day.

Section 3. Worked Holidays. Employees shall be paid for holidays worked at one and one half (1 1/2) times the employee's regular rate of pay for all hours worked. To the extent an employee works less than eight (8) hours (four (4) hours on Christmas Eve), the Employer shall pay the balance of the day as an unworked holiday as described in Section 2 above. On Christmas Eve, any work in excess of four (4) hours performed on that day shall be considered "worked holiday" time.

**ARTICLE 15
LUNCH & REST BREAKS**

- Section 1. For any employee who works at least a five (5) hour shift, an uninterrupted and unpaid lunch period consisting of not less than one half (½) hour and not more than one (1) hour, shall be granted all employees. The lunch period shall be scheduled not less than three (3) hours and not more than five (5) hours from the start of the scheduled shift.
- Section 2. When a work shift exceeds (2) hours, an employee shall be entitled to one (1) fifteen-minute paid break. An employee shall be entitled to a further ten (10) minute paid break for each four (4) hour period thereafter in the same shift. For employees who work at least six (8) hours, at least one paid break shall be prior to the lunch period and one following the lunch period.
- Section 3. No deviations from the above-allotted times shall be allowed unless mutually agreed to by the Union and the Employer and reduced to writing.

**ARTICLE 17
SENIORITY**

- Section 1. Length of continuous service in the employ of the Employer (which for purposes of this Agreement shall be the earlier of the employee's original hire date with Green Dragon or, if performing services for Green Dragon while in the employ of StaffZone, StaffZone). shall govern in layoffs and rehires within the bargaining unit. Laid off employees shall be recalled as needed, in the order of seniority, to jobs in the bargaining unit which the Employee is qualified to perform.
- Section 2. Termination of Seniority. Seniority shall terminate for any of the following reasons:
- a. Voluntary quitting.
 - b. Overstaying a granted leave of absence or vacation.
 - c. Failure to report for work upon recall after a layoff within five (5) days
 - d. Discharge for just cause.
 - e. Continuous layoff for a period in excess of twelve (12) months.
- Section 3. Seniority Lists. Bargaining unit seniority lists shall be provided to the Union on no more than two (2) occasions during the calendar year, upon request by the Union.
- Section 4. An employee who is to be laid off from the facility shall displace the shortest service employee in the facility.
- Section 5. Promotions and transfers shall be handled in accordance with the following procedures.

Vacancies. A vacancy shall exist when an employee is terminated, resigns, or is permanently transferred from a position the Employer deems necessary to fill. Temporary vacancies due to vacations, leaves of absence, interim assignments, and seasonal requirements, are not vacancies.

The employer shall not fill a vacant position with a new applicant for employment if there are employees of the bargaining unit on lay off status who are qualified to perform the duties needed in the vacancy. A laid off employee must accept such assignment if qualified.

If there is a vacancy, employees desiring to transfer to a different position within the facility shall be given priority over new hires, unless the new hire is more qualified.

Section 6. Demotions for Just Cause. Except under the layoff provisions, no employee shall be demoted from a higher classification within the bargaining unit without just cause.

ARTICLE 22 UNION REPRESENTATIVE VISITATION

Section 1. The President of the Union, his/her designee, or the Business Representative, thereof shall have the right of entering the premises of the Employer and walk the facility floor unaccompanied to inspect conditions and carry out the terms of this Agreement, but will do so in such a way as to not interfere with anyone's work or the Employer's operation. Notwithstanding the foregoing, no individual who does not possess a valid badge from MED shall be entitled to gain access under this provision. The said representatives shall make their presence known to the supervisory person in charge upon entering the premises.

ARTICLE 23 UNION STEWARD

Section 1. The Union shall have the right to designate up to two (2) stewards within the plant who shall have among their responsibilities, the administration of this Agreement. Upon request of the affected employee, stewards who are on duty shall be permitted to attend any investigatory or disciplinary meetings concerning bargaining unit employees at mutually agreeable times and places, and shall be paid for up to thirty (30) minutes to attend such meetings.

ARTICLE __ RETIREMENT

Section 1. The Company has established a 401k plan to cover bargaining unit employees through Intellicents. Non-probationary employees shall participate in the plan, and shall be automatically enrolled in the plan upon reaching non-probationary status.

Participants shall be permitted to voluntarily deduct such portion of their own compensation as they direct and contribute that amount to the plan on a pre-tax basis, subject to caps and restrictions provided by law. In addition to employee deductions, the Employer agrees to make nonelective contributions on behalf of each eligible employee in the same amount as are offered to non bargaining unit employees employed at the facility. . Nonelective contributions shall fully vest immediately upon being made. Such contributions shall be tendered pursuant to the terms of the Plan, but not less frequently than monthly. The Company shall fully bear all administrative costs of the plan for active employees.

**ARTICLE __
HEALTH AND WELFARE**

Section 1. The Company agrees to maintain, during the term of this Agreement, a medical plan for bargaining unit employees. Such plan shall, at minimum, obligate the Employer to provide the greater of fifty (50%) of the “employee only” cost of care or \$160.50 per month in premium payments on behalf of eligible employees.

Section 2. There shall be established a Joint Labor-Management Committee, which shall meet within ninety (90) days of ratification, to discuss the adoption of a new health care plan for employees which can more efficiently and effectively provide coverage. The parties agree to meet and discuss the adoption of a new plan for 2025 in good faith.

**ARTICLE __
VACATION**

Section 1. Employees shall accrue paid vacation at the following rates:

Employee Tenure	Vacation Accrual Rate
Probationary Employee	None
Non-Probationary Employee with Less than 24 Months of Continuous Service	1 hour of vacation for every forty (40) hours worked, up to a maximum of twenty-four (24) hours per year.
Employee with At Least 24 Months of Continuous Service, but Less than 60 Months of Continuous Service	1 hour of vacation for every forty (40) hours worked, up to a maximum of forty (40) hours per year.
Employee with At Least 60 Months of Continuous Service	1 hour of vacation for every forty (40) worked, up to a maximum of sixty (60) hours per year.

Section 2. Scheduling of Vacations. Employees wishing to utilize paid vacation shall submit bids for preferred vacation dates between November 1 and November 15 of each year. The Employer shall determine the number of employees who shall be entitled to take vacation at any one time, and approve or deny vacation requests

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for any given date based upon seniority, but the Employer shall allow not less than two (2) bargaining unit employees to take vacation on any given date.

Section 3. Accrued but unused vacation shall be paid out upon separation from service.

Appendix "A"

The minimum hourly rates of pay for the indicated classifications shall be as set forth below on the dates indicated.

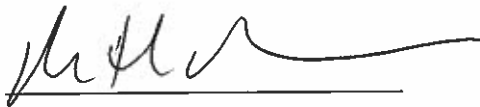
Retroactive pay shall be paid within thirty (30) days of ratification. Only individuals employed by the Employer at the date of ratification shall be eligible for retroactive pay.

2023 Step-In – At ratification, employees shall be placed in the applicable wage progression set forth below based on length of continuous service with the Employer, except as set forth on the Letter of Agreement concerning Grandfathered Employees.

<u>Classification</u>	<u>Rates Effective November 12, 2023</u>	<u>Rates Effective November 4, 2024</u>
<u>Cultivation Technician</u>		
<u>Harvest Technician</u>		
<u>Machine Operator</u>		
<u>Quality Assurance Technician</u>		
<u>Kitchen Technician</u>		
<u>Packaging Technician</u>		
Entry Rate	\$18.50	\$18.75
Effective upon reaching seven (7) month anniversary	\$18.75	\$19.25
Effective upon reaching thirteen (13) month anniversary	\$19.00	\$19.75
Effective upon reaching twenty-five (25) month anniversary	\$19.75	\$20.50
Effective upon reaching thirty-seven (37) month anniversary and thereafter ("journeyperson")	\$20.75	\$21.25

<u>Cartridge Technician</u>		
Entry Rate	\$19.00	\$19.25
Effective upon reaching seven (7) month anniversary	\$19.25	\$19.75
Effective upon reaching thirteen (13) month anniversary	\$19.50	\$20.25
Effective upon reaching twenty-five (25) month anniversary	\$20.50	\$21.00
Effective upon reaching thirty-seven (37) month anniversary and thereafter ("journeyperson")	\$21.25	\$21.75

For the Union:



For the Employer:



UFCW LOCAL 7 AND GREEN DRAGON
TENTATIVE AGREEMENTS

The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.

All proposals not addressed herein remain open. Article and section numbering may be amended for consistency and order.

The offer, modification, or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

The parties agree to include an Article 11 in the form that follows:

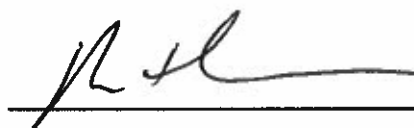
ARTICLE 11
JURY DUTY



Section 1. Whenever any employee is required to serve on a jury during their regular working hours, he/she shall be compensated at their regular salary or rate of pay for up to five days. Employees must notify their supervisor as soon as they learn they have been summoned as a juror so that work arrangements can be made and provide the jury summons and a note from the Clerk of the Court indicating the times the employee was in Court for Jury Duty. The employee shall be required to endorse and turn in his/her check from the Court to the Green Dragon office upon receiving same. On any regular work day, the employee shall promptly report to complete any remaining hours of their regular work day; provided, no employee shall be required to so report on any day on which he/she has served and been compensated by the Court for at least eight (8) hours jury duty.



For Green Dragon



For the Union

4/4/2023

Date

4/4/23

Date



Negotiations Between Green Dragon and UFCW Local 7

Tentative Agreements

December 9, 2022

The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.

All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open. The offer, modification or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

The offer, modification, or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

**ARTICLE
WORKWEEK**

Section 1. The workweek shall be Saturday through Friday. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees. Regular employees shall be scheduled for at least forty (40) hours of work to be performed in five (5) days unless unavailable except in holiday or daily vacation weeks.

Upon mutual agreement between the Employer and the employee, a regular full-time employee may work four (4) ten (10) hour days to make up the standard workweek, except in holiday or daily vacation weeks. Unless modified herein, the provisions of this Agreement shall apply to such standard workweeks.

There shall be no split shifts, which is defined as a break in the employee's shift longer than the normal lunch period.

**ARTICLE
SCHEDULE POSTING & REPORTING PAY**

Section 1. The Employer shall post a weekly work schedule for employees not later than noon on the Wednesday prior to the workweek. The Employer shall retain schedules for a period of not less than one (1) year following the workweek for which the schedule covers.

Section 2. Except in emergencies, the Employer shall give at least four (4) hours' notice to affected employees if it intends to require employees to work beyond the end of their shifts.

Section 3. An individual who is called in to work shall be guaranteed not less than four (4) hours of work at the applicable rate, so long as such individual actually reports to work and remains available to work all four (4) hours **except for voluntary additional hours.**

**ARTICLE __
AVAILABLE HOURS**

Section 1. Employees' shifts shall be fixed and regular, with one-half (1/2) hour's unpaid lunch break. The Employer may modify the hours of work for the regular shifts upon (30) days' notice to the Union and affected employees.

Section 2. **Reduction of Hours.** In the event fewer hours are available for any given week than are necessary to provide all regular employees in a department forty (40) hours of work each week (or less hours in a holiday or daily vacation week), the Employer may choose to provide qualified employees with work in an alternate department to offset any loss of hours. **The Employer shall not reduce any hours for arbitrary, capricious, or discriminatory reasons.**

Section 3. **Additional Hours.** In the event of additional hours, above and beyond the normal work schedule, the Employer will offer the hours to the most senior qualified employee who indicates they are available on the volunteer signup sheet.

Section 4. **Unforeseen Circumstances.** In the event a circumstance which is unforeseen and beyond the control of Management occurs, the Employer may reduce hours or offer additional hours not in seniority order as may be reasonable and necessary to protect the interests of the Employer.



For Green Dragon

4/4/2023

Date



For the Union

4/4/23

Date

Negotiations Between Green Dragon and UFCW Local 7

Tentative Agreements

November 15, 2022

The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.

All proposals, including proposals concerning the same Section and/or Article, not addressed herein remain open. The offer, modification or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

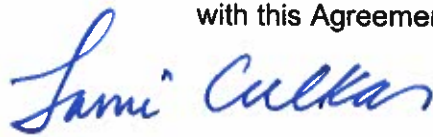
The offer, modification, or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

**ARTICLE __
PAYCHECKS**

Section 1. Employees shall be paid bi-weekly and not later than the Friday following the workweek. All employees shall be offered a direct deposit option. Upon request, employees shall be provided hard copy pay stubs.

**ARTICLE __
NO REDUCTION IN PAY**

Section 1. No employee shall have his or her hourly wage reduced who may now be receiving more than the minimum wage called for in this Agreement, nor shall his or her hours be lengthened unless he is properly compensated therefore in accord with the terms of this Agreement, and employees shall not be reclassified to defeat the purpose of this Agreement unless otherwise agreed between the parties. No employee shall be asked to make any verbal or written agreement that shall conflict with this Agreement in anyway.



For Green Dragon

4/4/2023

Date



For the Union

4/4/23

Date

UFCW LOCAL 7 AND GREEN DRAGON
TENTATIVE AGREEMENTS

The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.

All proposals not addressed herein remain open. Article and section numbering may be amended for consistency and order.

The offer, modification, or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

The parties agree to include an Article in the form that follows:

ARTICLE __

PAID SICK LEAVE

Section 1. Except as otherwise set forth herein, the accrual and use of sick leave shall be consistent with the laws of the United States, the State of Colorado, and the City and County of Denver. Specifically, Green Dragon will provide all employees paid sick leave, accrued at one hour of paid leave for every thirty hours worked, up to a maximum of 48 hours per year. Leave must be taken in 1 hour increments. Employees are permitted to carry over up to 48 hours per year of unused sick leave from one year into the next, but no employee shall be permitted to accumulate more than 48 hours accrued but unused sick leave at any given time. Once an employee who has reached said 48-hour cap falls back below the cap, the employee shall resume accruing paid sick leave as set forth herein.

Section 2. Employees shall be entitled to use all available sick leave in the employee's bank in any given calendar year.



For Green Dragon



For the Union

4/4/2023

Date

4/4/23

Date

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UFCW LOCAL 7 AND GREEN DRAGON
TENTATIVE AGREEMENTS

The below agreements are tentative and are subject to a complete agreement on all proposals reflected in a memorandum of agreement, which is ratified by the bargaining unit.

All proposals not addressed herein remain open. Article and section numbering may be amended for consistency and order.

The offer, modification, or withdrawal of any proposal during these negotiations shall not be used as evidence in any arbitration or other proceeding involving the parties.

- The parties agree to include an Article 1 in the form that follows:

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. Green Dragon recognizes Local 7 as the sole and exclusive collective bargaining agent for all permanent part-time and full-time Green Dragon employees employed at the facility located at 830 Wyandot Street, but excluding all managers and human resources employees as well as any temporary employees, supervisors, confidential employees, guards, or watchmen as defined by the National Labor Relations Act.

- The parties agree to add an Article 3 in the form that follows:

ARTICLE 3
CHECK-OFF

Section 1. Green Dragon agrees to deduct bi-weekly dues and initiation fees from the employee's bi-weekly paycheck for employees who have voluntarily and individually certified in writing that such deductions be made. Such certifications must be provided to Green Dragon before any deductions commence.

Section 2. Green Dragon agrees to submit all such funds deducted to Local 7 on or before the tenth (10th) day of each month, and will provide a list of members whose dues and initiation fees have been deducted. Such lists will provide names, dates of hire, classifications, salaries, and home addresses of all new employees hired and will also list employees who have left the bargaining unit during the month.

Section 3. The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

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Section 4. 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 dues authorization implementation.

- The parties agree to add an Article 16 in the form that follows:

ARTICLE 16 PROBATIONARY PERIOD

Section 1. New employees shall be on probation for a period of ninety (90) calendar days, during which time they may be discharged by the Employer for any reason whatsoever, and during this probationary period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said ninety (90) calendar days, his seniority shall then date back to the first (1st) day of said ninety (90) calendar day probationary period.

- The parties agree to add an Article 19 in the form that follows:

ARTICLE 19 DISCHARGE AND DISCRIMINATION

Section 1. Green Dragon hereby agrees not to discriminate against any employee or discharge him/her because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be disciplined, demoted, or discharged without just and sufficient cause.

Section 2. No employee shall be transferred or assigned for arbitrary, capricious or discriminatory reasons.

Section 3. No employee shall be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

- The parties agree to add an Article 20 in the form that follows:

ARTICLE 20 LEAVES OF ABSENCE

Section 1. Sickness, Injury or Pregnancy. Leaves of absence shall be granted for up to twelve (12) weeks without pay when an employee with twelve (12) months of continuous service is unable to work because of a bona fide sickness, accident, disability, or pregnancy. Employees seeking leave greater than twelve weeks may resign and be in good standing for rehire. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties

may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability. The employer may require the leave to run concurrently with other forms of paid leave.

Section 2. The Employer will grant leaves of absence for family leave in conformity with the FMLA and State leave laws.

Section 3. Union Leave. Leaves of absence without pay for Union business, not to exceed six (6) months, shall be granted by the Employer to employees who have completed one (1) year of service, provided the request is made at least three (3) weeks in advance of the beginning of the leave. The six (6) months may be extended by an additional six (6) months upon request by the union, which shall not be unreasonably denied. Not more than one (1) bargaining unit employees may be on union leave at any time without the consent of the employer.

Section 4. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to regular employees for other reasons mutually agreed to between the Employer and the employee. Unless advanced notice is infeasible, employees are encouraged to request leave of absence at least two weeks in advance. An additional thirty (30) days may be granted upon mutual agreement between the Employer and the employee.

- The parties agree to add an Article 21 in the form that follows:

ARTICLE 21 DISPUTE PROCEDURE

Section 1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedure set forth below shall result in forfeiture of the grievance.

Step 1. By conference during scheduled working hours between the aggrieved employee(s), the Local 7 representative, and the Green Dragon's designated representative. Each party shall designate its representative(s) to the other party in writing.

Step 2. If the grievance cannot be satisfactorily resolved under Step 1, the grievance shall be reduced to writing and submitted to Green Dragon's representative. Such submission shall be made within thirty (30) days of the date the employee becomes aware of the occurrence and shall clearly set forth the issues and (alleged) violation of the provisions of this contract. Green Dragon's designated representative and the Local 7 representative shall meet (during normal working hours) within fourteen

(14) working days after submission of the written grievance to attempt to resolve the grievance.

Step 3. If the grievance cannot be satisfactorily adjusted in the above procedure, either party may, within thirty (30) days from the date of the Step 2 meeting, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 2. Upon mutual agreement, any such grievance may be submitted to mediation.

Section 3. Notwithstanding the foregoing, discipline other than suspensions, demotions, and termination may be deferred and not arbitrated if properly grieved and processed. However, if the same is relied upon in issuing further discipline, the Employer shall arbitrate the merits of said warning together with the merits of such further discipline.

Section 4. In the event Local 7 and Green Dragon representatives cannot agree upon an impartial arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each of the parties shall strike three (3) names alternately from the list. The Green Dragon representative shall strike first (1st), and the remaining arbitrator shall hear the case. All such cases shall be arbitrated within six (6) months of the selection of an arbitrator unless an extension is mutually agreed to between Local 7 and Green Dragon.

Section 5. The decision of the impartial arbitrator shall be final and binding on both parties.

Section 6. The losing party shall be required to pay all fees and expenses of the Arbitrator. If there be no losing party, Local 7 and Green Dragon shall equally share the costs of the Arbitrator.

Section 7. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him/her; but his/her award shall not change, alter or modify any of the terms and conditions set forth in this Agreement.

■ The parties agree to add an Article 24 in the form that follows:

ARTICLE 24 NO STRIKE OR LOCKOUT

Section 1. Green Dragon agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. The Union agrees that during the term of this Agreement, neither it nor any of its officers, agents or representatives shall engage in, authorize, or encourage any stoppage or suspension of work, sympathy strike, slowdown, sit-down, picketing, strike, bannering involving Employer or any owner at any worksite of Employer, or concerted refusal to work.

18

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Except in exercise of the rights protected under Article 19, Section 3 of this Agreement, any employee who engages in activity prohibited by this Article during the term of this Agreement may be subject to discipline, up to and including discharge.

- The parties agree to add an article 25 in the form that follows:

**ARTICLE 25
SAVINGS CLAUSE**

Section 1. In the event any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement; and further, should any Federal or State law, government rule or regulation issued by any of its departments, agencies, or representatives affect any provision of this Agreement, the provisions or provision so affected shall be made to conform to the law or determination and all other provisions not so affected shall continue in full force and effect.

Section 2. Special conditions, which may exist or arise shall be discussed between the parties and if agreements are reached these may be reduced to writing and added to this Agreement as amendments.

- The parties agree to add an article 26 in the form that follows:

**ARTICLE 26
WORK OFF THE CLOCK**

Section 1. There shall be no free work, or work "off the clock" for any employees.

- The parties agree to add an Article 27 in the form that follows:

**ARTICLE 27
BULLETIN BOARD**

Section 1. The Employer agrees to furnish a bulletin board for the use of the Union within each facility. Material placed upon the bulletin board shall be restricted to the following types of notices:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, Union appointments, and the results of Union elections.
- c. Notice of Union meetings.
- d. Notice concerning Union or Employer operated benefit programs.

- The parties agree to add an Article 28 in the form that follows:

ARTICLE 28
SAFETY

Section 1 – General Provisions

- A.) The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. Notwithstanding the full commitment on the part of the Union to work with the Company to ensure a safe workplace, nothing in this Article shall be construed as an assumption of liability on the part of the Union.
- B.) It is the responsibility of each management employee and each bargaining unit employee to follow and support the Safety Program and safe operating procedures.
- C.) In order to ensure adequate safety, there shall be no fewer than two production employees on duty at all times so long as the facility is in operation except when employees are assigned to weekend watering responsibilities.
- D.) The Company shall maintain all equipment and machinery utilized by the bargaining unit in good working order and shall ensure that said equipment and machinery does not present a hazard to the bargaining unit.

Section 2 – Safety Committee

- A.) There shall be a Safety Committee which shall have among its duties evaluation and discussion of safety concerns and issues, making recommendations regarding safety to management, including different forms of training and topics to emphasize to help promote safety in the facility and recommendations concerning safety improvement. This Safety Committee shall consist of: one (1) members of the bargaining unit designated by the Union, who shall have a history of safety-mindedness and practical experience; one (1) representative of the Union, who may be a union representative or steward; and up to two (2) individuals designated by management. Meetings of the Safety Committee shall be scheduled at such time and in such manner as to not interfere with the orderly operation of the facility.

The Committee shall meet at least quarterly, at a regularly scheduled time and place, on Company paid time. Safety Committee members shall have the right to raise any appropriate safety issues during the meeting. Safety Committee members will be assigned to perform periodic work area safety inspections and other activities on Company paid time, the frequency of which shall be determined by the Committee. Time for such activities will be scheduled with the approval of the Committee member's supervisor. Any findings will be reviewed by the Committee and with any appropriate member(s) of management.

- B.) It is the Production Manager (tbd Health and Safety Manager) or designee's responsibility to review and/or investigate the Safety Committee's recommendations and to advise the Safety Committee of any action(s) taken no later than the next Committee meeting. The situations or recommendations deemed and agreed upon as critical (meaning an imminent hazard) by the Safety Committee shall receive priority attention, and a written response will be given within one (1) week.

20

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- C.) Safety issues and concerns shall be processed through the Safety Committee before being addressed through the grievance and arbitration procedure.

Section 3 - Injuries

The Company shall promptly notify the Union Director or their designee of the occurrence of any illness or accident resulting in serious injury to an employee **but will not provide personally identifiable information**. Management shall conduct an incident investigation, and review the findings with the Safety Committee at the conclusion of the investigation and consider any feedback or input of the Committee before the incident investigation is completed. For the purpose of this Section, a "serious injury" shall be any injury that requires the Company to report the incident to a state or federal government agency.

Section 4 – Training

The Company will provide each bargaining unit member of the Safety Committee with a minimum of ten (10) paid hours of OSHA training or equivalent, and after two years the Company will allow such committee members to enroll in refresher training upon request. The Company will consider input from the Safety Committee and/or the Union regarding the provision of such training.

Section 5 – OSHA Inspections

Upon arrival of an OSHA inspector to the work site, the Union Committee representative or designee will be notified and investigation will be discussed.

Section 6 – Pandemic Safety Measures

In the event of a novel pandemic or epidemic affecting the metropolitan area of Denver, Colorado, the Employer agrees to meet and bargain with the Union concerning the effects thereof within fourteen (14) days following a written request by the Union. The Employer further agrees to follow applicable CDC, NIOSH, or OSHA guidelines and any state or federal mandates concerning the pandemic or epidemic, including, if applicable, enforcement of such guidelines with respect to customers.

- The parties agree to add an Article (Number not yet identified) in the form that follows:

**ARTICLE XX
TERM OF AGREEMENT**

- Section 1. This Agreement shall be in full force and effect beginning at 12:01 am on the first Sunday following ratification and shall remain in full force and effect until midnight on the Saturday which is fifty-two (52) weeks later and shall automatically be renewed from year to year thereafter unless either party desires to change or terminate at the expiration. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

22

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Section 2. The Employer has filed a Complaint for Judicial Review which is presently pending in the District Court for the City and County of Denver challenging the certification issued by the Colorado Department of Labor and Employment ("CDLE") concerning the bargaining unit recognized herein. If the final outcome in any such litigation, including any appeals, does not affirm the certification (an order requiring CDLE to re-run the election shall not be deemed to affirm the certification), the employer shall have the right to terminate this Agreement by providing written notice of the same to the Union within seven (7) days of such final outcome. Such notice shall render the recognition clause set forth in Article 1 void *ab initio*, and all other terms and conditions of this Agreement shall have no further force or effect beyond the date of the notice.



For Green Dragon



For the Union

5/11/2023

Date

5/11/23

Date

23

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Letter of Agreement Concerning Grandfathered Employees

This Letter of Agreement is made effective this 11th day of November, 2023, by and between DP Holdings, LLC (“Employer”) and UFCW Local 7 (“Union”).

WHEREAS, the Employer and the Union are party to a Collective Bargaining Agreement effective November 11, 2023;

WHEREAS, certain employees are presently being paid above scale wages, and;

WHEREAS, the Employer and the Union wish for these employees to receive the full benefit of the Collective Bargaining Agreement;

It is therefore agreed between the Union and the Employer that:

1. Jennifer Espinoza and Devin Mondragon shall be grandfathered at their current wage rates, but shall receive any future wage increases to the journey person (thereafter) rate of pay (e.g. on November 4, 2024, Ms. Espinoza and Mr. Mondragon would each receive a \$0.50 wage increase).
2. Manuel Duran, and Eric Francis shall remain at their current pay rates, and shall be increased to the then applicable journey person (thereafter) rate of pay not later than thirteen (13) months following ratification.

For the Union:



For the Employer:

