

Collective Bargaining Agreement

Between

Nature's Root Lab

1242 Bramwood Place Suite 3
Longmont, CO 80501

And

**United Food and Commercial Workers
Union**

Local 7R

7760 W 38th Ave Wheat Ridge CO, 80033

Phone: 303-425-0897

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COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement entered into by and between Nature's Root Lab, hereinafter referred to as the "Employer" and United Food and Commercial Workers Union Local 7R hereinafter referred to as the "Union" agrees to the bound by the following terms and provisions covering wages and working conditions.

1. RECOGNITION:

1. The Employer hereby recognizes the Union as the sole collective bargaining agent 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 within the jurisdiction of UFCW Local 7R. The parties will bargain over the wages of any classification not covered by this Agreement.
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.
3. The Employer will notify the Union of all new bargaining unit employees hired within fourteen (14) days of their employment.
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.
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 thirty-first (31st) 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.
 - 5.1. UNION SHOP CARD: The Union Shop Card is the property of the United Food and Commercial Workers Local 7R, and is

loaned for display to the Employer who signs and abides by this Agreement. The Employer agrees to display it at all times in a conspicuous place. The Union Shop card may be removed from any worksite by UFCW Local 7R for violations of this Agreement, which have been duly processed as a grievance under Article 9 Grievance Procedure, and the results of which the Employer has failed to abide by.

5.2. UNION LOGO: (Local Specific Language to be added)

2. PAYROLL DEDUCTION:

1. The Employer, upon written authorization of an employee, shall deduct equally from each paycheck beginning with the second (2nd) 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.
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.
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.
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.
5. The Employer will collect and forward membership application forms for new hires on behalf of the Union.

3. MANAGEMENT RIGHTS:

1. The Union recognizes that the Employer has the authority to direct its affairs and operations consistent with this Agreement.
2. 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. A commitment to the development of continuing education and eventual certification of industry and workplace standards.
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.
4. The Union and the Employer acknowledge and understand the unique nature of this industry and the need to advocate for and protect the rights of workers. 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.

4. HOLIDAYS

1. The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King's birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
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 at their straight time rate. Holiday pay for part-time employees shall be based on the employee's average hours paid per day for the previous three months.

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.

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 illness verified with a physicians note from the employee, shall receive holiday pay at his/her regular rate of pay. It is understood that in order to qualify for holiday pay an employee must work at least one (1) workday during the week in which the holiday falls.

5. VACATION

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) week (5 days), an employee with two (2) years of service shall receive two (2) weeks (10 days), an employee with five (5) years of service shall receive three(3) weeks (15 days). The employee may take vacation one day at a time.
2. PAY: Vacations for all employees will be paid based on full- or part-time status. Full-time employees will be paid eight (8) hours per day and part-time employees will be paid on a per day basis based on the average amount of hours worked per day for the previous six (6) months. Employees will be paid straight-time pay for vacation days.
3. The Employer will post vacation sign-up sheets by January 15 of each year and vacations will be 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.

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.

6. PERSONAL DAYS

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 (yr) service will receive 1 personal day, 3 (yrs) service will receive 2 personal days, and 5 (yrs) 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.

7. JURY DUTY

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.
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.

8.

FUNERAL LEAVE

1. An employee is eligible for paid funeral leave upon completion of the employee's probation
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: the employee can take up to four (4) days paid leave in the event of the death of the employee's spouse, child, step-child or domestic partner, brother, sister, mother, father; the employee can take up to three (3) days paid leave in the event of the death of the employee's grandchild, grandparents, mother-in-law, father-in-law, brother-in-law or sister-in-law.
3. Full Time benefit will be paid at no greater than eight (8) hours per day and part-time benefit will be paid at the average daily hours calculated over the previous six (6) months.

9.

DISCHARGE OR SUSPENSION

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.
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.
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.
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.
5. A warning notice shall generally not be considered active for a period of 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.

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.

10. GRIEVANCE PROCEDURE:

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. (Union proposes to eliminate this color writing)
 - 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: If an arbitrator finds that the Employer intentionally violated any part of this Agreement, such as paying less than the established rate of pay or violating hours or employment, the employer shall be double (2) times the amount involved.

- 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 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.

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

- a. A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the FMCS for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains; that person shall be the one (1) to hear and decide the grievance.

- b. The neutral party shall meet with the parties to the dispute, hear all evidence in the case or cases referred and render a decision as soon as possible.

- c. Each party shall bear the expenses of preparing and presenting its own case. The expenses of the neutral party shall be equally shared by the parties.

- d. There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

- e. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
 - f. Status Quo: During the period of adjustment or arbitration, as 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.
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.
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.

11. BARGAINING UNIT WORK:

- 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.

12. UNION REPRESENTATION/SHOP STEWARD

- 1. JOB SITE VISIT: The Employer agrees that Union representatives have the right to visit work areas to conduct Union business, including, but not limited to, communicating with employees; determining whether the Employer is complying with this Agreement and all employment or labor laws; investigating workplace issues, disputes, grievances and arbitrations; and reviewing and copying policies, procedures, workrules and other employment documents, including schedules, payroll records and personnel files; provided that such access does not unreasonably interfere with the employees' work. Union Representatives shall follow reasonable rules and procedures related to non-employee visits to the facility. The Employer agrees to provide space for employees to meet privately with their Union Representatives if requested.
- 2. Union Representatives 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. Union representative will be allowed up to thirty (30) minutes during new hire orientation to discuss the benefits and rights of union members.

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, at all work sites.
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.
5. SHOP STEWARD: The Union shall be allowed to designate shop stewards at each location for the purpose of monitoring compliance with this Agreement and other legitimate Union business. Stewards shall be allowed to conduct incidental Union business on company time.
6. JOINT LABOR/MANAGEMENT COMMITTEE. The Employer and the Union agree to establish a Joint Labor and Management Committee (JLM) consisting of bargaining unit employees, management, and the Union.

13. NO STRIKE, NO LOCKOUT

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

14. LEGISLATIVE CHANGES

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.

15. HOURS OF WORK

1. The regular work week shall constitute forty (40) hours over five (5) days. Work schedules shall be posted two weeks 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.

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 ½) the straight-time hourly rate. Alternative work week 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.
3. MEAL PERIOD AND BREAKS: Each employee shall be entitled to a thirty (30) minute un-paid lunch period to be taken no later than 5 hours from the start of a shift, for every shift longer than four (4) hours. Each employee shall also be entitled to one (1) 15 minute break in the morning hours worked, and one fifteen (15) minute break in the afternoon hours worked for an eight (8) hour shift. Employees working shifts longer than eight (8) hours shall be entitled to an additional 15 minute rest period.
4. HOURS PAID: Vacation, holiday, sick leave and personal time paid but not worked will count as time worked for all purposes of benefits in this Agreement.
5. No employee shall be required to work more than ten (10) hours in a shift.

16. SENIORITY

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 sixty (60) 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 back to their original date of employment.
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.

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	2021	2022	2023	2024	2025
Shipper 1	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
Shipper 2	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75
Shipper 3	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25
Shipper 4	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Fulfillment Lead	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00
Mixer 1	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
Mixer 2	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75
Mixer 3	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25
Mixer 4	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Product Lead	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00
Packager 1	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
Packager 2	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75
Packager 3	\$14.25	\$14.75	\$15.25	\$15.75	\$16.25
Packager 4	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Lead Packager	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00
Facility Support	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00

* All wage rates shall be as posted or at least one dollar/hour higher than the then current Minimum Wage, whichever is higher. If wages are increased due to a minimum wage adjustment, all classifications wages shall be increased by that amount to avoid compression.		
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Employees asked to work outside their classification shall be paid the rate of the job performed or the employee's regular rate, whichever is higher, for the employee's entire shift.

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.
5. SCHEDULE SELECTION: Seniority shall prevail regarding the selection of workweek schedules and shift selection when it is operationally feasible.
6. When a vacancy or new job opening occurs the employer will post the opening on the agreed bulletin board (or web page) 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 department 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.

7. The Employer will electronically forward the seniority list to the Union semi-annually or whenever new employees have completed probation.
8. The Employer and the Union agree to establish (?) department for purpose of seniority and bidding:

It is the parties' intent for bargaining unit members to enter into the UFCW National Health and Welfare Fund. The Company agrees that it will promptly enter into the UFCW National Health and Welfare Fund and do the actions outlined below, if on April 1, 2024.

a. If the Company provides the Union with evidence demonstrating that the Company's did not come within 10% of its projected goal of 90 million gross sales, the Company may request that the parties discuss possible modifications of this agreement. To decide whether to agree to the Company's request and, if the Union does, to assess the Company's proposals, the Company agrees to provide the Union with all information and documents relevant to the Company's financial status or profitability, and the value of any modification at the Union's request.

The Employer will execute the attached participation agreement for Health and Welfare coverage under the UFCW National Health & Welfare Fund effective for coverage for employees averaging 30 or more hours per week. The company will remit \$440 per month for each eligible employee electing single coverage. For each eligible employee electing coverage for themselves and dependent children, the company will remit \$710 per month and deduct from employees and retain \$40 per week (\$173.33 per month) co-premium. Benefits coverage is summarized in Schedule of Health and Welfare Benefits. Employer contributions, in subsequent years of this Agreement, will increase up to 8%. Any unused portion of the 8% may be rolled over and applied to subsequent years. Any increase required that is over 8% per year (after any roll-over is applied) is the responsibility of the participants and may be covered with increased co-premiums and/ or benefit modifications as determined by the union.

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.

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. 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.

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 as verified by a physicians note. 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 or domestic partners.
3. SICK LEAVE: See Appendix B with HWFA Colorado Sick leave language.
4. 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 or domestic partners, in addition to personal medical reasons.
5. PARENTAL: Non-probationary employees shall be eligible for up to three (3) weeks' paid parental leave of absence for the birth, adoption, or foster care placement of a child, for the purpose of bonding with their new child.

20. GENERAL PROVISIONS

1. SAFETY:
 - a. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.
 - b. The Employer will provide employees with mutually-

acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Employer agrees to pay employees for attending such orientations and training. The Employer will not ask or allow any employee to work or operate any equipment until the employee has received all relevant training.

- c. The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.
- d. The Employer agrees to establish an active Joint Safety Committee to identify, evaluate and design controls for

workplace hazards. The Joint Safety Committee will consist of management representatives and at least an equal number of employees and their representatives. The Joint Safety Committee shall meet for one hour per month, on company time.

- e. The Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.
- 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.
- 3. PAID CIVIC DUTY: Employees will be offered to take an extended lunch break for the purpose of voting, at an official polling place.

21. PAY PERIOD AND WAGE STATEMENT

- 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.

22. NO DISCRIMINATION

- 1. The Employer and the Union agree that there shall be no discrimination against or harassment of any employee because of union activity, race, religion, color, creed, national origin, age, sex, sexual orientation, gender identity, gender expression, pregnancy, disability, or veteran's status. The Employer and the Union will adhere to all Federal, State and local laws that impact this Agreement.

23. APPRENTICESHIP

The Union and the Employer agree that if the Union develops an 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.

1. It is the intention of the parties to offer a Defined Benefit Pension Plan through the UFCW and Employers Industry Pension Fund. A Participation Agreement will be executed as soon as possible. Beginning on April 1, 2023 the contribution will be \$0.50/hour for all workers averaging 20 hours or more per week and capped at no more than 40 hours per week. Beginning on April 1, 2025 the contribution will be \$.75/hour for all workers averaging 20 hours or more per week and capped at no more than 40 hours per week. Beginning on April 1, 2026 the contribution will be \$1.00/hour for all workers averaging 20 hours or more per week and capped at no more than 40 hours per week. These contributions will be set aside beginning April 1, 2022 of this Agreement and remitted to the Fund at the time of entry into the Plan.

25. SUCCESSORS, SUBCONTRACTORS, NEW FACILITIES

1. **SUCCESSORS:**
 - a. This agreement will be binding on the parties' successors and assigns, including all purchasers of the Company's assets or business, and in the event of a merger. If the Company intends to subcontract any work involved with the fulfillment of Union Harvest Products, the Company agrees to require the subcontractor, in writing, to comply with this agreement.
2. **NEW FACILITIES:**
 - a. The Employer agrees that if it, or any of its divisions, subsidiaries or affiliates, hereafter acquires, opens or operates stores or facilities within the areas described in the recognition clause in addition to those stores operating as of the date of this Agreement, this Agreement will apply to such additional stores or facilities and the bargaining unit will include all employees working in such stores or facilities, and those individuals will be accreted into this existing bargaining unit.
 - b. The Employer agrees to take a neutral approach to the union or its members. Neutrality means that the Employer will neither help nor hinder the Union's effort, including making

any statement or taking any action that directly or indirectly indicates or implies any opposition to the Union or its members, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union.

26.

- DURATION OF AGREEMENT

1. Except as otherwise indicated herein, this Agreement shall be effective for five (5) years, from April 1, 2021 and shall remain in full force and effect in all areas to and including April 1, 2026, 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.

For Employer

For UFCW
United Food & Commercial
Workers Local 7R



Signature



Signature

Tracee Box

Print Name

Randy Tiffey

Print Name

owner

Title

Dir of Organizing

Title

Date 3-29-21

Date 3/29/21

APPENDIX A

CODE OF CONDUCT

We, as employees and employers, acknowledge that we are an industry of vulnerability and that we must take certain, deliberate and consistent action to protect those that are most vulnerable within the communities that we serve. We have proactively initiated this public pledge of the standards and commitment that we make as the leading organized representatives of our local industry.

We, pledge to: obey the law; provide excellence in service to provide dignity, equality and opportunity to our employees; and dedicate our operations to the highest standards of social and environmental responsibility in the communities in which we operate.

- We pledge to honor the trust of our community by devotedly adhering to _____ state law including proposition _____ and the Attorney General's guidelines, as well as all reasonable local ordinances.
- We pledge that our hemp and CBD facilities comply with all relevant federal, state and local health and safety laws pertaining to the preparation of hemp and CBD products.
- We pledge to be both proactive and responsive to the concerns of the neighbors and the communities where we operate.
- We pledge to employ best accounting practices and maintain transparency with the municipalities where we are operating.
- We pledge to provide a dignified, professional and enjoyable place of work for our employees. We pledge to follow, all state and federal employment laws as well as our own union contract.
- We pledge to work collaboratively with all community stakeholders to establish a safe, friendly and dignified industry for our community that is sustainable, commerce friendly, job producing, tax revenue generating and predictable for the entire local community.

APPENDIX B

HFWA Colorado State Law Sick Leave

Effective as of January 1, 2021, the Employer will adopt the Colorado Healthy Families and Workplaces Act (also known as SB 20-205) (the "Act"), and on, November 10, 2020 the Colorado Department of Labor and Employment adopted regulations interpreting the Act effective January 1, 2021 (codified at 7 CCR 1103-7) (the "Regulations") This implementation shall detail the Employer and the Union's agreement concerning the implementation of the Act and the Regulations, and shall remain in force and effect unless and until either (1) the Act is repealed or amended or (2) upon thirty (30) days' written notice from the Union or the Employer that material modifications have been made to the Regulations which necessitate changes to this Letter of implementation. In no event shall this Letter of implementation be interpreted to provide lesser benefits than employees of the Employer are entitled under the Act. Effective January 1, 2021, Sick Leave shall be administered as follows

1. All employees employed as of December 31, 2020 shall be entitled to carry forward any accrued and unused sick leave balance as of the close of business on that date to January 1, 2021. Any sick leave balances which may be expressed in days instead of hours shall be converted to hours at a ratio of 8 hours for every 1 day of sick leave. Employees shall be entitled to sick leave if they have worked the minimum hours listed below or more, according to the following formula: c. All employees shall earn a maximum of forty-eight (48) hours of paid sick leave in a calendar year but are entitled to carry over hours as provided below. d. For purposes of this section "hours worked" includes both straight time and overtime hours worked by the employee as set forth in the Regulations. Carryover of sick leave from year to year: a. Employees shall be entitled to carry over sick leave from year to year. If an employee is absent for four (4) or more consecutive workdays, a doctor/s certificate or other authoritative verification of illness may be required by the Employer. Employees shall be entitled to use sick leave: a. In one (1) hour increments. b.

For any purpose permitted by the Act, including, but not limited to, illness or injury, SAFE leave, to obtain preventative medical care, or to provide care for a family member who has an illness or injury or because such family member needs to obtain preventative medical care. Accrued sick leave shall be paid: a. For all employees, paid sick leave shall commence with the first day of absence. b. At the regular hourly rate for the employee pursuant to the applicable collective bargaining agreement. c. For absences which arise during a workweek which is already scheduled at the time the employee requests leave, for all hours the employee is actually scheduled to work during the period of absence. d. For all absences exceeding one week, or for a period when the employee was not scheduled to work at the time leave is requested: i. For full-time employees, 40 hours per week of absence (pro-rated for a partial week of absence) ii. For part-time employees, at a number of hours equal to the actual hours worked by the employee during the calendar month immediately preceding the absence, multiplied by twelve (12) then divided by fifty-two (52), per week of absence (pro-rated for a partial week of absence). An employee may request sick leave by calling, e-mailing, or texting the employer. Employees are entitled to additional paid leave benefits following the declaration of a public Health Emergency as that phrase is defined by the Act and in amounts and used for such purposes as provided in the Act and the Regulations. Sick leave benefits are not convertible to cash. With respect to SAFE leave (as that term is defined under the Act), in addition to the requirement of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.