

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TIKUN OLAM, CALIFORNIA

AND

THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL NO. 1932

EFFECTIVE

JANUARY 1, 2022

THROUGH

DECEMBER 31, 2026



Table of Contents

SECTION	TITLE/SUBSECTION	PAGE #
Section 1.	Recognition	2
Section 2.	Union Membership and Dues Delinquency.....	2
Section 3.	Dues Check-Off	3
Section 4.	No Strikes, No Lockouts	3
Section 5.	Union Activities, Access, and Bulletin Board.....	4
	Union Activities	4
	Union Access to Facilities	4
	Bulletin Board.....	4
Section 6.	Shop Stewards.....	5
Section 7.	Leaves of Absence for Union Activities	5
Section 8.	Teamsters' Cannabis Training Committee	6
Section 9.	Company and Occupational Seniority, Probationary Status	6
	Definition of Seniority	6
	Probationary Status	6
	Seniority List.....	7
	Application of Seniority	7
	Termination of Seniority	7
Section 10.	Occupational Departments, Pay Schedule, and Advancement.	8
	Probationary Employee	8
	Occupational Departments	8
	Cultivation Department	8
	Post-Harvest Department.....	9
	Maintenance Department.....	10
Section 11.	Paid Time Off.....	10
	Paid Sick Leave	10
	Employer-Paid Holidays.....	10
	Vacation Time.....	10
Section 12.	Overtime and Show-up Pay.....	11
	Overtime.....	11
	Overtime Meal Period.....	11
	Show-Up Pay.....	11
Section 13.	Hiring Procedure	11
Section 14.	Lay Offs and Rehiring Procedure.....	12
Section 15.	Subcontracting	12
Section 16.	Discharge Or Other Discipline.....	12
	Grounds for Discipline.....	12
	Disciplinary Warning Notice	13
	Disciplinary Interviews	14
	Terminable Offenses.....	14
	Access to Grievance Procedure	14
Section 17.	Grievance Procedure	14
	Step 1.....	14
	Step 2.....	14
	Step 3.....	15
	Step 4.....	15
	Waiver	15
	Arbitrator's Authority.....	16
Section 18.	Management Rights	16
Section 19.	Successor.....	17
Section 20.	Term, Termination, and Renewal.....	17
Section 21.	Interpretation and Validity	18

COLLECTIVE BARGAINING AGREEMENT

Between and for Tikun Olam And International Brotherhood of Teamsters, Local No. 1932

THIS AGREEMENT is entered into by and between Tikun Olam California, hereinafter referred to as the "Employer," and the International Brotherhood of Teamsters, LOCAL NO. 1932, hereinafter referred to as the "Union." The parties hereby agree to be bound by the following terms and provisions covering wages, benefits, and other working conditions.

SECTION 1. RECOGNITION

Employer recognizes the Union as the sole collective bargaining agency for all of its agricultural employees working at any of Employer's cannabis cultivation facilities within California.

As used in this Agreement, the term "employee" means all workers covered by this Agreement, whether male or female, and the use of the masculine pronoun or other masculine terms shall include the feminine.

SECTION 2. UNION MEMBERSHIP AND DUES DELINQUENCY

All employees shall, as a condition of employment, become members of the Union, or pay to the Union the fees and dues lawfully required, not later than the thirty-first (31st) day of their employment or the thirty-first (31st) day following the date of signature or the effective date of this Agreement, whichever is later, and shall continue to pay the fees and dues lawfully required on a monthly basis as a condition of continued employment.

Upon written notice by the Union to an employee (with a copy to the Employer) that the employee has not complied with any of these requirements, the Union shall afford the employee no less than seven (7) calendar days from the date such written notice is received to rectify the matter. If the Union subsequently notifies the Employer in writing that the employee has not satisfactorily rectified the matter within the allotted timeframe, the Employer shall discharge the employee.

Notwithstanding any of the foregoing, the Employer shall have no obligation to

discharge any employee for dues delinquency unless the employee has been notified in writing of the delinquency and the Employer has been provided with a copy of the notice at least seven (7) calendar days prior to the request of discharge.

SECTION 3. DUES CHECK-OFF

Upon receipt of a written authorization of an employee which complies with the requirements of State and Federal law, the Employer shall deduct the periodic dues, uniform assessments, and initiation and/or reinstatement fees required from each employee as a condition of acquiring or retaining Union membership.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer such written authorization, together with an itemized statement of dues owed and to be deducted for that month from the pay of such member. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Such deductions shall be made equally from the first two bi-weekly payments of wages each month, beginning with the employee's second month of employment, and shall be promptly sent to the Union by the fifteenth of the following month. If an error occurs and properly payable dues are not deducted, they shall be deducted the following month. The Employer also agrees to deduct and remit to the Union political check-off contributions to D.R.I.V.E. upon written authorization by an employee.

Where an employee, who is on the check-off list, is not on the payroll during the pay period in which the deduction is to be made or has no earnings or insufficient earnings during that pay period, or is on a leave of absence, the employee must make arrangements with the Union and/or the Employer to pay such dues in advance.

The Union shall defend, with counsel of Employer's selection, indemnify and hold 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 Company in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

SECTION 4. NO STRIKES, NO LOCKOUTS

The Union, on behalf of itself and its bargaining unit employees, agrees not to sanction, authorize, condone, or participate in any strikes, sympathy strike, "slowdown," stoppage of work, hand billing, displaying of banners, the use of visual objects or displays, picketing, sit-down, sit-in, boycott, refusal to handle merchandise, unlawful trespass, or any other interference with the conduct of the Employer's business, for any reason whatsoever during the term of this Agreement. The Employer agrees there

will be no lockouts during the term of this Agreement.

The Union agrees to take every action within its power to prevent and/or immediately terminate any violation of this provision by its members. Any employee actually and actively engaged in a violation of this section shall be subject to discipline by the Employer, up to and including discharge.

Notwithstanding the foregoing, it shall not be a violation of this Agreement and shall not be cause for disciplinary action or permanent replacement if an employee refuses to go through or work behind a lawful picket line at the premises of the Employer.

SECTION 5. UNION ACTIVITIES, ACCESS, AND BULLETIN BOARD

Union Activities.

No employee shall be discharged or discriminated against for Union activities or for upholding Union principles.

Union Access to Facilities.

A Union Representative employed by the Union shall be allowed to visit the worksite to ascertain whether this Agreement is being observed and to carry out any other obligations of the Union. This right shall be exercised reasonably and in such a manner so as to not interfere with the Employer's business or distract any employee during the employee's working time.

The Union shall furnish a list of authorized representatives to the Employer. The Union Representative shall provide one week's advance written notice to the general manager or another designated management representative and will report to the front office upon arrival.

The Union Representative will comply with any security, visitor, and non-disclosure policies that the Employer may request. The Union acknowledges and agrees that due to the nature of the Employer's grow operations, certain areas of a facility may be off limits to any visitors, including the Union Representative, at the time of the visit. Similarly, the Union acknowledges and agrees that no Union Representative who has visited any other cultivation facility within the twenty-four (24) hours preceding his or her visit shall be allowed into one of the Employer's cultivation facilities. The Employer reserves the right to accompany the Union Representative in sensitive areas.

Bulletin Board.

The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union, which shall not be defamatory or disparaging towards the Employer or any member of management.

SECTION 6. SHOP STEWARDS

The Union shall be allowed to designate up to one Shop Steward for each shift for the purpose of monitoring compliance with this Agreement and other legitimate Union business. The Union shall notify the Employer in writing of the name of each designated Shop Steward.

Stewards shall not be allowed to conduct Union business on company time without the express permission of the Employer. Stewards may not unreasonably delay or avoid their customary duties to conduct Union business. Stewards shall not interfere with the Employer's direction of the work force or with customers. Stewards must not leave their assigned work area for Union business without prior permission. Such permission will not be unreasonably withheld.

Stewards may be designated by the Union to handle grievances procedure and may be given time off from their regular schedule without loss of pay to participate in grievance meetings with management which have been scheduled at mutually agreeable times. The Employer reserves the right to schedule grievance meetings during non-working hours.

The Employer and the Stewards will treat each other with mutual respect. There shall be no discrimination of any kind against the Stewards or any employee because of Union affiliations or Union activities. Nothing herein shall be construed to prevent an employee from communicating directly with management regarding a problem or complaint.

SECTION 7. LEAVES OF ABSENCE FOR UNION ACTIVITIES

Up to one (1) employee per facility shall be allowed to take a leave of absence to attend to specific Union activities. Any such leave of absence shall be granted without loss of seniority. In all such instances, the Employer shall be notified in writing not less than thirty (30) days in advance of such absence. Such leaves of absence shall be limited to one (1) time per year and each leave of absence shall not exceed two-weeks in duration. Upon written request from the Union, the Employer may, in its discretion, agree to grant additional leaves of absence or a leave of absence of a longer duration.

The Union shall reimburse Employer for all costs associated with a Union Paid Leave of Absence, including, but not limited to, base pay, Employer retirement contributions, medical premium subsidy, the value of pro-rated leave accruals and Employer-paid benefits received (e.g., Medicare contributions, life insurance premiums, workers' compensation, etc.). Reimbursement to Employer by the Union shall be made no later than thirty (30) calendar days from receipt of Employer's certification of expenses to Teamsters.

SECTION 8. TEAMSTERS' CANNABIS TRAINING COMMITTEE

In recognition of the Employer's need for skilled employees for the cannabis industry and in further recognition of the Union's desire to provide a skilled workforce, the parties agree to maintain a Teamsters Cannabis Training Committee (TCTC) that shall be comprised of one (1) management member appointed by the Employer and three (3) Union members appointed by the Union.

The TCTC shall establish a training program for entry level workers in the Cannabis Industry.

Their training will consist of but not be limited to the following: Cloning, Maintenance, Production, Manufacturing, Trimming, Basic Cultivation.

The TCTC shall establish rules for entry into the Cannabis Training Program and shall evaluate prospective applicants. The TCTC may modify the training program at any time.

SECTION 9. COMPANY AND OCCUPATIONAL SENIORITY, PROBATIONARY STATUS

Employees within the bargaining unit, other than probationary employees, performing work shall acquire both Company and Occupational Seniority. The Employer shall maintain records as to both Occupational Seniority within a department and Company-wide Seniority.

All bargaining unit Employees of the Employer, as of the effective date of this Agreement, shall be deemed for seniority purposes to have status based on the seniority list provided by the Employer within thirty (30) days after the ratification of this Agreement.

Definition of Seniority.

Seniority is an employee's length of continuous service, measured in six (6) month intervals. For example, an employee who has worked for the Employer for one (1) year and three (3) days will have the same Seniority as an employee who has worked for the Employer for one (1) year, four (4) months, and five (5) days, and both of those employees will have higher seniority than an employee who has worked for the Employer for ten (10) months and two (2) weeks. Employees will accumulate seniority while on legitimate leaves of absence.

Probationary Status.

Probationary employees, those with three (3) months or less time employed, shall not have any seniority privileges. During this probationary period, an employee may be discharged for any reason which, in the exclusive opinion of the Employer, is just and sufficient; provided, however, that there shall be no discrimination against any

employee because of Union membership or activities. On completion of the three- (3) month probationary period, employees shall be credited with Company and Occupational Seniority from their starting date.

Seniority List.

The Union shall be entitled to a seniority list each six (6) months upon request. This list shall track each employee's Occupational and Company Seniority. The Employer shall post a seniority list at least once every twelve (12) months. Employees shall make written complaints to the Employer and the Union within thirty (30) days after such posting. Any such complaint not settled between the Employer and the Union shall be submitted to the grievance procedure.

Application of Seniority.

In case of an increase or decrease of the working force, the Employer shall consider Occupational Seniority within a department and Company-wide Seniority, consistent with the other terms of this Agreement. When skill and ability are equal in the judgment of the Employer, Occupational Seniority shall prevail in overtime job bidding, promotional assignments, temporary transfer to higher classifications, shift preference, and reduction of force. Employees will also be provided an opportunity for advancement based upon their Occupational Seniority, as described in Section 9 of this Agreement.

Termination of Seniority.

Seniority shall be considered broken by:

1. Discharge for just cause.
2. Resignation.
3. Layoffs of twelve (12) consecutive months or a period equal to the employee's length of service when the layoff began, whichever is less.
4. Failure to report to work within five (5) days after recall from layoff. The employee will be notified by e-mail, telephone call, and by certified letter to the employee's last known address appearing on his or her records.
5. Employee fails to timely return to work from a leave of absence.
6. Employee is absent from work for three (3) consecutive workdays without reporting to management, unless due to extraordinary circumstances, the employee was unable to report through no fault of their own. Such three (3) day no report shall be deemed a voluntary resignation.

SECTION 10. OCCUPATIONAL DEPARTMENTS, PAY SCHEDULE, AND ADVANCEMENT

Starting January 1, 2022, all current employees with at least one (1) year of Occupational Seniority in the Cultivation Department or the Post-Harvest Department shall be eligible for the three- (3) month Advancement Trial Period described below, unless they are already classified in a Tier 2 position.

Probationary Employee

All employees, regardless of the nature of their work, shall be considered probationary employees for the first three (3) months of their employment with Employer.

Probationary employees start at no less than fifteen dollars (\$15.00) per hour and have no access to the grievance process.

After three (3) months, probationary employees shall be placed into the job classification and tier level for which they are qualified, as determined in the sole discretion of the Employer.

OCCUPATIONAL DEPARTMENTS

Cultivation Department

Department Description: The Cultivation Department is responsible for the growing and maintenance of the cannabis plants.

Tier 1 Positions

Title: Cultivator

Rate of Pay: Sixteen dollars (\$16.00) per hour.

Necessary Skills: Proficient at basic grow tasks, such as watering the plants and turning on and off the grow lights as appropriate.

Tier 2 Positions

Titles: Cultivator 2, IPM Specialist, or Plant Tissue Specialist

Rate of Pay: Twenty dollars (\$20.00) per hour.

Necessary Skills: Moderate proficiency with all grow tasks. Can replant, can handle spraying nutrients. Specialized knowledge required by their job category.

Tier 3 Positions

Title: Senior Cultivator

Rate of Pay: Twenty-five dollars (\$25.00) per hour.

Necessary Skills: Advanced proficiency and knowledge of all grow tasks. Can

supervise, instruct, and direct other cultivators.

Advancement Trial Period: After acquiring one (1) year of Cultivation Occupational Seniority, the employee shall be eligible for a three- (3) month Advancement Trial Period. At the end of this trial period, the Employer shall determine whether the employee has demonstrated the requisite knowledge and skill to graduate to a Tier 2 Cultivator position. If so, the employee shall immediately graduate to a Tier 2 Cultivator position. If the Employer determines the employee currently lacks the requisite proficiency to advance to a Tier 2 position, the employee shall stay in his current position, but shall be eligible for another Advancement Trial Period after accruing an additional six (6) months of Cultivation Occupational Seniority.

Post-Harvest Department

Department Description: The Post-Harvest Department is responsible for the trimming, weighing, labeling, and packaging of the trimmed buds. More senior post-harvesters will also be responsible for transferring plants from the plants from cultivation to the drying rooms and maintaining the environment of the drying rooms and integrity of the final product.

Tier 1 Post-Harvest

Title: Technician

Rate of Pay: Sixteen dollars (\$16.00) hour.

Necessary Skills: Proficient at basic post-harvesting tasks, such as trimming and packaging product.

Tier 2 Post-Harvest

Titles: Lead Trimmer or Lead Processor

Rate of Pay: Twenty dollars (\$20.00) hour.

Includes: IPM Specialist, Plant Tissue Specialist

Necessary Skills: Moderate proficiency with all harvesting tasks. Can safely move plants between areas and maintain proper environmental conditions. Specialized knowledge required by their job category.

Tier 3 Post-Harvest

Title: Senior Post-Harvester

Rate of Pay: Twenty-five (\$25.00) hour.

Necessary Skills: Advanced proficiency and knowledge of all harvesting tasks. Can supervise, instruct, and direct other harvesters

Advancement Trial Period: After acquiring one (1) year of Post-Harvest Occupational Seniority, the employee shall be eligible for a three- (3) month Advancement Trial

Period. At the end of this trial period, the Employer shall determine whether the employee has demonstrated the requisite knowledge and skill to graduate to a Tier 2 Post-Harvest position. If so, the employee shall immediately graduate to a Tier 2 Post-Harvest position. If the Employer determines the employee currently lacks the requisite proficiency to advance to a Tier 2 position, the employee shall stay at Tier 1, but shall be eligible for another Advancement Trial Period after acquiring an additional six (6) months of Post-Harvest Occupational Seniority.

Maintenance Department

Department Description: The Maintenance Department is responsible for all maintenance, cleaning, installation of equipment, repair work, or other general labor activities necessary to maintain or expand the Employer's cultivation facilities.

General Labor

Title: Custodian

Rate of Pay: Fifteen (\$15.00) hour.

Specialized or Skilled Labor

Title: Any labor that possesses the quality and skill that is necessary for the normal operation of the business.

Rate of Pay: Market rate, not to be lower than the wage paid for General Labor.

SECTION 11. PAID TIME OFF

Paid Sick Leave.

Employees shall accrue three (3) days (twenty-four (24) hours) of paid sick leave per year, which shall be managed in accordance with California law.

Employer-Paid Holidays.

Employees shall be given the following holidays off with holiday pay equal to their eight- (8) hour straight shift rate: Thanksgiving Day, Christmas Day, and New Year's Day.

Vacation Time.

Non-probationary employees shall accrue six (6) days (forty-eight (48) hours) of vacation time per year. The Employer has the right to set a reasonable limit on the total number of vacation hours that an individual employee may accumulate.

Employees shall schedule their vacation time at least two (2) weeks in advance. Employer has the discretion to deny vacation requests.

In the event the Employer cannot accommodate multiple vacation requests because it

would result in too many simultaneous absences, the employee with higher Company Seniority shall be given preference in their selection of dates.

SECTION 12. OVERTIME AND SHOW-UP PAY

Overtime.

Employer shall pay employees for overtime worked in accordance with California law.

Overtime Meal Period.

If an employee works more than ten (10) hours in a day, he or she will be required to take a second meal period of not less than thirty (30) minutes. However, if the total hours worked for the day is no more than twelve (12) hours, the meal period may be waived by mutual consent of employer and employee. Employees directed to take a second meal period shall be guaranteed one (1) hour of employment following the meal.

Show-Up Pay.

If an employee reports for work at the Employer's request but is not put to work or is furnished with less than half of his or her scheduled day's work, the Employer shall pay the employee for half the scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at his or her regular rate of pay. However, the Employer shall not be required to provide such pay if the employee cannot be provided work because of factors beyond the control of the Employer, such as threats to the employees or property, a failure in a public utility, or when the interruption of work is caused by an Act of God, such as an earthquake.

SECTION 13. HIRING PROCEDURE

The Employer shall notify the Union prior to each instance in which the Employer initiates its recruiting process for positions covered by this Agreement, thereby giving the Union the opportunity to make referrals.

The Employer shall be the sole judge of the qualifications of all applicants and retains the right to reject any applicant for employment referred by the Union.

Non-probationary Employees shall have the right to bid for a job opening in a different occupational category, provided that leaving their current occupational category would not unduly disrupt the Employer's operations. The Employer has the right to determine if the bidding employee shows the skill and ability to be given a reasonable trial for the open position. If multiple bidding employees show the requisite skill and ability for the open position, the employee with the higher Company-wide Seniority shall be given priority. Should the employee not perform adequately in the new position, the employee shall be returned to his or her prior position.

The Employer shall refer new employees to the Union office within three (3) working days of the new employee's start date.

The Employer agrees within fifteen (15) days of commencement of employment to notify the Union of the names of persons hired and the addresses provided by the employee.

SECTION 14. LAY OFFS AND REHIRING PROCEDURE

In case of reduction of the working force due to lack of work, the following procedures shall apply:

- Step 1.** Probationary employees shall be laid off first.
- Step 2.** Employees shall be laid off in accordance with their Occupational Seniority within a department, provided that the employee retained is qualified to perform the specific required work.
- Step 3.** At Employer's discretion, an employee with more Company-wide seniority can displace a worker with less Company-wide seniority, even if the displaced worker has more Occupational Seniority.

Employees will be recalled to work to the job classification held at the time of layoff in the inverse order they were displaced. Laid off employees will have preference over new hires for openings in other classifications, if, in the opinion of the Employer, the laid off employee is qualified for the open position.

SECTION 15. SUBCONTRACTING

The Employer agrees that no employee will be laid off as a direct result of the establishment by the Employer of independent distributors of the subcontracting of work performed by bargaining unit employees. Any dispute concerning this Article shall be subject to the grievance and arbitration procedures provided in this Agreement.

SECTION 16. DISCHARGE OR OTHER DISCIPLINE

No employee will be disciplined or terminated without just cause.

Grounds for Discipline.

Violations of the following rules may be cause for dismissal, suspension, or disciplinary action at the discretion of the Employer:

1. Insubordination – Refusal to obey orders or instruction as issued by the

- Management or a supervisor.
2. Bringing intoxicants or narcotics onto, or consuming intoxicants on Employer property, or being under the influence of intoxicants or narcotics while at work.
 3. Fighting on Employer property or the use of insulting or abusive language toward another employee or indulging in horseplay or rowdyism.
 4. Immoral or indecent conduct.
 5. Advocacy of or participating in unlawful seizure, destruction of, or trespass on Employer property.
 6. Willful violation of safety rules, including smoking in prohibited areas, removal of safety guards, fire extinguishers or any apparatus connected with work safety, carelessness, and failure to report injuries; failure to utilize required safety equipment as provided by the Employer.
 7. Causing injury to a fellow employee or destruction of fellow employee property or Employer property through deliberate action, or Employer property through deliberate action or gross negligence, as well as bringing weapons on the property.
 8. Dishonesty, stealing or cheating; forging or falsifying action to the detriment of fellow employees or the Employer.
 9. Spreading false reports detrimental to the harmonious relations between the employees and the Employer or detrimental to the Employer.
 10. Gambling on Employer property.
 11. Verified use of insulting attitude or language towards a fellow employee.
 12. Verified advocating or inciting other employees to disregard known work rules and procedures.
 13. Negligence that results in destruction of Employer property.
 14. Violating the Employer's Discrimination, Sexual Harassment, and Retaliation Prevent Policy, as delineated in the employee handbook.
 15. Violating the Employer's Confidentiality and Proprietary Information policy, as delineated in the employee handbook.

Disciplinary Warning Notice.

A letter or notice shall be given to the employee setting forth the reason for the disciplinary action with a copy sent to the Union. Warning notices will be issued within one (1) week of the conduct that gave rise to the discipline, or within one (1) week of the Employer's knowledge of such conduct.

Disciplinary Interviews.

In all investigatory interviews that may lead to discipline, the Employer shall make a reasonable effort to assure that the affected employee understands the process and is informed that he or she may request Union representation at the interview.

Terminable Offenses.

No prior warning notice shall be necessary if the cause of discharge or suspension is for serious infractions. Examples that constitute just cause for immediate termination shall include but are not limited to theft, dishonesty, recklessness, violation of the Employer's drug and alcohol policy, fighting while on company premises (including, but not limited to pushing or shoving), blatant sexual harassment, sleeping on the job, or gross misconduct.

Access to Grievance Procedure.

Any non-probationary employee or the Union may file a grievance concerning an employee's discipline, demotion, suspension, or discharge, except that a grievance may not be filed on behalf of a probationary employee. Any such grievance shall be presented to the Employer in writing within five (5) working days after the discipline, demotion, discharge, or suspension, and, if not presented within such period, the right to grieve shall be waived.

SECTION 17. GRIEVANCE PROCEDURE

A grievance is any controversy between the Employer, the Union, or a non-probationary employee arising out of any matter involving the interpretation of any provisions of this Agreement or any matter involving an alleged violation of any provisions of this Agreement. The grievance and arbitration procedure shall apply only to disputes which arise out of events occurring during the life of this Agreement. Should any such controversy arise between the Employer, the Union, or an employee there shall be no interference with or stoppage of work, and an earnest effort will be made to settle the differences immediately.

Step 1 – An aggrieved employee who believes he has a grievance shall make an effort to resolve it by talking to his immediate supervisor. If the grievance cannot be resolved by direct discussions with the supervisor, the grievance shall be submitted in writing as provided in Step 2.

Step 2 – If the grievance is not settled satisfactorily as provided in Step 1 above, then it shall be set forth in full writing, and shall be delivered in writing to the charged party. Grievances protesting employee termination and/or discipline must be filed within five (5) working days from the time of receipt of the Employer's notice of termination or discipline. All other grievances must be filed within ten (10) working days of the occurrence of the matter upon which the grievance, claim or dispute is based. Any grievance, claim or dispute not submitted within such time shall be waived,

unless the charged party has intentionally concealed those facts upon which the grievance, claim or dispute is based. In order to be considered timely filed, a grievance must specify with particularity the conduct alleged and the Sections of the Agreement alleged to have been violated.

The Employer shall attempt to resolve the grievance with a Steward and/or another Union Representative. The charged party shall issue a decision in writing within ten (10) working days of the date of the written grievance. A failure to issue a decision by the 10th day shall be deemed a denial of the grievance.

Step 3 – In the event the charging party disagrees with the charged party's decision, the charging party may submit the matter to a Grievance Committee consisting of not more than two (2) representatives designated by the Employer and not more than two (2) representatives designated by the Union. Said Committee shall meet as soon as possible after the grievance has been referred to it and shall render an immediate decision. Any grievance submitted to said Committee shall be resolved only by a majority vote, and any such majority vote shall be final and binding on the parties and the employees.

Step 4 – In the event the Grievance Committee is unable to reach a majority decision, the charging party may submit, by Certified Mail, a written request for arbitration within seven (7) calendar days of the Grievance Committee's notice of non-resolution. Should the charging party fail to timely submit a request for arbitration pursuant to this section, the grievance shall be deemed denied.

After a timely written request for arbitration has been made, the Employer and the Union will attempt to agree upon an impartial arbitrator. In the event that agreement upon an arbitrator cannot be reached within seven (7) calendar days after the date of said letter, the charging party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be established arbitrators in labor relations matters. The arbitrator shall be selected by striking alternate names from the list. The first party to strike from the list shall be determined by coin toss. The arbitrator's decision shall be final and binding upon the parties and the employees.

Costs: Each party shall bear its own costs of representation, witnesses, and a reporter's transcript for its own use. The arbitrator's fee shall be split evenly by the parties. Each party shall have the right to appear by representatives of its own choice, including attorneys, and to present evidence subject to the right of cross-examination. Each party shall have the right to present arguments at the close of the evidence and shall have the right to submit written briefs. The decision of the arbitrator shall be in writing and signed by the arbitrator.

Waiver: Time is of the essence in all of the grievance and arbitration procedures in this Agreement. The charging party's failure to comply with and fully satisfy any of the item limitations set forth in Steps 1 through 4 above constitutes waiver of the alleged grievance. Notwithstanding the foregoing, the Union and the Employer may extend the

time limits herein by mutual agreement.

Arbitrator's Authority:

The arbitrator shall have no authority to ignore, add to, subtract from, alter, amend, change, or nullify the terms of this Agreement in any way or to render an award which is in conflict with any of the provisions of this Agreement. The arbitrator's only jurisdiction is strictly limited to application and interpretation of this Agreement and to the facts of the particular grievance properly before him, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement. The burden of proof lies with the charging party in all instances.

SECTION 18. MANAGEMENT RIGHTS

The Employer retains all rights not expressly granted in this contract to the Union or to the employees, and the Employer is not subject to any duties which it has not expressly assumed in this Agreement; provided, however, that nothing contained herein shall be construed to permit the Employer to engage in conduct which is in direct conflict with the terms of this Agreement or applicable law. It is further agreed that the following enumeration of management rights shall not be deemed to exclude other rights not herein enumerated but shall be deemed representative and characteristic of the customary and usual rights which are retained by any employer. Upon written request from the Union, the Employer agrees to meet and confer with the Union regarding any of the actions below.

Management rights shall include, without limitations, the following:

1. the right to hire, classify, assign, promote, lay off, recall, demote, schedule, discharge, or discipline employees according to this Agreement;
2. the right to determine the size and composition of its working force;
3. the right to determine assignments of work related to the needs of the Employer;
4. the right to cease any job and the right to expand any department or operation for business purposes, reduce any department or operation for business purposes or cease any department or operation for business purposes;
5. the right to introduce new, different, or improved methods and procedures in its operations;
6. the right to determine the services to be rendered and the processes and means of work;
7. the right to establish standards of conduct and behavior and safety regulations;

8. the right to grant merit increases, bonuses, incentive payments, or other compensation increases in excess of those required by this Agreement;
9. the right to make and enforce personnel policies and procedures as well as house, department and employee rules and regulations not in conflict with this Agreement; and
10. the right to establish and enforce reasonable standards of performance and productivity.

The Parties agree that if the Employer does not exercise particular rights reserved to it under this Agreement or chooses to exercise reserved rights in a particular way, it shall not be deemed a waiver of its prerogative to exercise such rights in the future or preclude it from exercising such rights in a different way not in conflict with this Agreement.

SECTION 19. SUCCESSOR

In the event the Employer contemplates a merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations of Tikun Olam California, the Union shall be notified in writing forty-five (45) days prior to the action.

Upon such notice, the Union and Employer will promptly meet at the Union's request to engage in good faith bargaining over the impact of such change (e.g., job security, union recognition, etc.).

The Employer shall not use any merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations of Tikun Olam California for the purpose of evading the terms of this Agreement.

SECTION 20. TERM, TERMINATION, AND RENEWAL

The terms and conditions of this Agreement shall be in full force and effect from January 1, 2022, until December 31, 2026, and shall automatically renew for a period of one (1) year at a time unless either party gives notice in writing to the other party of the desire to change, modify, or terminate this Agreement; such written notice shall be given at least sixty (60) days prior to December 31, 2023, or sixty (60) days prior to any subsequent annual anniversary date.

SECTION 21. INTERPRETATION AND VALIDITY

This Agreement contains all of the agreements, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution of this Agreement or during these negotiations and not set forth herein.

All provisions of this Agreement shall be subject to and superseded by the laws, rules, regulations, and orders which may be imposed by the Government of the United States and the State of California.

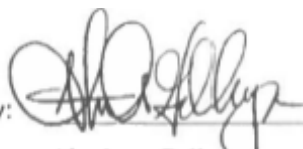
Tikun Olam California

DATED: 4/5/22

By: 
David Librush, Vice President

Teamsters Local 1932

DATED: 4/5/22

By: 
Abraham Gallegos,
Union Representative



“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to as for Union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request Union representation.