

COLLECTIVE BARGAINING AGREEMENT

Between

**Barr Corporation
d/b/a California Caregivers Alliance**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 770**

January 1, 2021 through December 31, 2025

Contents

AGREEMENT	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2- UNION MEMBERSHIP/PAYROLL DEDUCTION	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 – PREMIUM DAYS	4
ARTICLE 5 - PAID SICK LEAVE.....	5
ARTICLE 6 – VACATION	5
ARTICLE 7 - JURY DUTY.....	6
ARTICLE 8 - BEREAVEMENT LEAVE.....	6
ARTICLE 9 – LEAVE OF ABSENCE.....	6
ARTICLE 10 - HOURS OF WORK.....	7
ARTICLE 11 – SENIORITY	8
ARTICLE 12 – DISCIPLINE AND DISCHARGE FOR CAUSE.....	9
ARTICLE 13 - GRIEVANCE PROCEDURE.....	9
ARTICLE 14 - UNION REPRESENTATION/SHOP STEWARD	10
ARTICLE 15 - NO STRIKE, NO LOCKOUT	11
ARTICLE 16 -SUBCONTRACTING	12
ARTICLE 17 - SAVINGS/LEGISLATIVE CHANGES.....	12
ARTICLE 19 - RETIREMENT/SAVINGS 401K.....	13
ARTICLE 20 – WORKING CONDITIONS	13
ARTICLE 21 - PAY PERIOD AND WAGE STATEMENT.....	13
ARTICLE 22- NO DISCRIMINATION.....	13
ARTICLE 23 - NEW TECHNOLOGY	14
ARTICLE 24 – SUCCESSOR AND ASSIGNS.....	14
ARTICLE 25 - PERFORMANCE OF UNIT WORK BY NON-UNIT EMPLOYEES.....	14
ARTICLE 26 - DURATION OF AGREEMENT	15
APPENDIX “A” - WAGES	16

AGREEMENT

This Agreement is entered into by and between Barr Corporation (d/b/a California Caregivers Alliance) hereinafter referred to as the "Employer" and United Food and Commercial Workers Union Local 770, 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.

ARTICLE 1 – RECOGNITION

Section 1: The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for an appropriate unit consisting of all regular full-time and part-time employees working in the job classifications set forth in Appendix "A" at the Employer's retail cannabis dispensary presently located at 2815 West Sunset Blvd, Los Angeles, CA 90026. Employer will notify the Union of any new retail cannabis dispensary which it has opened within the geographic jurisdiction of the union no later than ninety (90) days from the opening.

Section 2: When new or additional employees are needed, the Employer shall notify the Union, as one of its sources, for new or additional employees. The Union may refer applicants to fill vacancies. It shall be the sole determination of the Employer as to which applicants shall be interviewed for employment.

Section 3: On a monthly basis, the Employer will notify the Union of all new bargaining unit employees hired, terminated or promoted. The notice of new hires shall include the employees' classification, social security number, hire date, address and phone number.

ARTICLE 2- UNION MEMBERSHIP/PAYROLL DEDUCTION

Section 1: 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 an Employee has not complied with any of these requirements, the Union shall afford the Employee no less than thirty (30) calendar days from the date such written notice is received to rectify the matter. The Employer will not take any action with respect to the employment of the employee until such time as the Union has notified the Employer that the Employee has not satisfactorily rectified the matter within the allotted timeframe.

Section 2: The Employer shall deduct the periodic dues and initiation and/or reinstatement fees required as a condition of acquiring or retaining Union membership, as well as political (Active Ballot Club) contributions from that employee's pay upon written authorization of an employee. Such deductions shall be made equally from the first (1st) two bi-weekly payments of wages each

month beginning with the second (2nd) month of employment and promptly sent to the Union by the fifteenth of the following month. If an error occurs and properly payable dues are not deducted, they should be deducted the following month. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization by an employee.

Section 3: If an employee quits, is discharged or laid off, deductions in accordance with this Article shall be made from the last payment of wages.

Section 4: 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.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this Agreement, the management of the business of the Employer and the direction of its personnel is the exclusive responsibility of the Employer, including but not limited to: (i) the right to hire, promote, demote for just cause, schedule hours of work, assign duties, transfer or relieve employees from duty for lack of work or other legitimate reasons, discharge and discipline for just cause; (ii) the right to be the sole and final judge of the qualifications of all applicants for employment; (iii) the right to determine the number and type of machines, equipment, materials, products, and supplies to be used; (iv) the right to determine staffing levels, and to expand, reduce, alter, combine, transfer, assign or cease any job function; and (v) the right to establish reasonable work rules and regulations. The Employer shall be the exclusive judge of its business and the methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same has been exercised heretofore or not; and these rights are reserved to the Employer except to the extent limited by this Agreement. The Parties further agree that if the Employer does not exercise particular right(s) 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.

ARTICLE 4 - PREMIUM DAYS

Section 1: The Employer is open for business 365 days a year. The following days shall be considered premium days for purposes of this Article 4:

January 1	Thanksgiving Day
April 20	December 24
Memorial Day	December 25
Labor Day	December 31

Section 2: Holiday premium. All hours worked on one of the listed holidays shall be paid at the premium rate of time-and-one-half (1.5) the regular straight-time rate of pay. In order to be eligible for Premium Pay, employees must have worked his or her last regularly scheduled shift immediately before and immediately following the Premium day , unless excused by the Employer.

Section 3: Employee must request to be off on a premium at least two (2) weeks before the posting of the schedule. The Employer will try to accommodate the request where business conditions permit. Seniority will prevail in granting time off on Holidays.

ARTICLE 5 - PAID SICK LEAVE

Section 1: Full-time employees are entitled to use up to six (6) paid sick days (48 hours) per year, which will be front loaded upon the employee's hire and upon each anniversary date. These days may not be used during the ninety (90) day Probationary Period. Paid sick time may be used by employees for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or an employee's "family member," or if the employee is a victim of domestic violence, sexual assault, or stalking. Paid sick leave may be taken in increments of two (2) or more hours.

Section 2: Part-time employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Part-time employees may not use more than 48 hours of paid sick leave in any 12-month period. Unused sick leave shall carry over to the following year, allowing the employee to accrue up to a maximum of seventy-two (72) hours.

Section 3: If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice. If the need for paid sick leave is unforeseeable, the employee must provide notice as soon as possible.

Section 4: Employees will not be compensated for accrued and unused paid sick leave upon separation of employment; however, if an employee is rehired within a year of separation, all previously accrued and unused paid sick leave will be reinstated.

ARTICLE 6 - VACATION

Section 1: Beginning with date of hire, employees shall accrue .019 hours per hour worked of paid vacation per year (5 days). After completing two (2) years of service, employees will begin to accrue .038 hours per hours worked per year (10 days). After completion of seven (7) years of service, employees will begin to accrue .057 hours of vacation per hour worked (15 days). Employees may begin to use accrued vacation upon completion of their probationary period.

Section 2: One day of paid vacation for full-time employees shall be equal to eight (8) hours of pay at the employee's straight-time hourly rate. For part time employees, vacation pay shall be prorated based upon their average number of hours worked in the year.

Section 3: A vacation schedule for the following year shall be posted no later than November 1st of each year. Employees shall have the right to request vacation days based upon seniority within

their classification. Vacation requests submitted by November 20th shall be either approved or denied by December 15th. Thereafter, vacations shall be approved on a first-come, first-serve basis. Once approved, vacations may not be canceled absent mutual agreement.

Section 4: Vacation shall be paid at the time it is taken.

Section 5: All accrued but unused vacation shall be paid on employee's anniversary date or upon separation of employment as designated by the employee on or before January 1 of the calendar year following the year in which the vacation pay is accrued.

ARTICLE 7 - JURY DUTY

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 if the employee is required to report for jury service and misses work as a result. The maximum annual benefit paid by the Employer is four (4) days. Upon completion of service on the jury, the employee must immediately notify the Employer for further scheduling. Proof of daily jury service is required for payment of this benefit.

ARTICLE 8 - BEREAVEMENT LEAVE

Section 1: Employees are eligible for paid bereavement leave within two (2) weeks of the death of a family member. An employee shall be entitled to up to fourteen (14) days of additional unpaid leave. Proof of death and relationship shall be provided upon request of the Employer.

Section 2: Employees shall be entitled to five (5) days of pay in the case of the death of a spouse, domestic partner, parent, child, stepchild or grandchild. Employees shall be entitled to three (3) days of pay in the case of the death of a brother or sister, stepparent, grandparent, or cousin, aunt, or uncle living in the employee's household.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1: The Employer shall comply with all applicable federal, state and municipal laws regarding leaves of absence including but not limited to: CFLA pregnancy protection laws, baby bonding leaves, USERRA, and workers' compensation.

Section 2: Leave of absence shall be granted up to four (4) months for sickness or injury occurring off the job. An employee on leave of absence shall be returned to a position comparable to the one held prior to the employee's leave of absence no later than 21 days following completion of the leave of absence, provided that the employee is physically able to efficiently perform work comparable to that which he performed prior to such leave of absence.

Section 3: This provision shall only apply to employees who have been continuously employed for two (2) or more years. Employer agrees that Employer will consider granting an unpaid leave of absence of up to thirty (30) days for any reasonable purpose, no more frequently than once per twenty-four (24) month period.

ARTICLE 10 - HOURS OF WORK

Section 1: Full-time employees are employees who are regularly scheduled to work 40 hours a week. Full time employees shall be scheduled to work no less than thirty-two (32) hours each week. A full-time employee called in for work on the employee's scheduled day off shall be guaranteed 7.5 hours of pay.

Section 2: A part-time employee who works twelve (12) consecutive weeks consisting of at least thirty-two (32) hours each shall be reclassified as full-time; provided however that any time spent by the part-time employee temporarily filling in for an employee on an authorized leave of absence shall not count towards this twelve (12) week period for reclassification.

Section 3: Part time employees are those who are regularly scheduled to work fewer than thirty-two (32) hours per week. The Employer may utilize part-time employees. However, the utilization of part-time employees shall not undermine the concept of full-time work. Part-time employees shall be scheduled no less than four (4) hours per day and no less than sixteen (16) hours per week except where a different schedule is proposed by the employee (and agreed upon by Employer) to accommodate school, or other personal obligations. Part-time employees who desire more hours, up to and including full-time, must request those hours in writing. Available hours shall be offered to those employees who have requested those hours in writing, based on seniority within their classification, before hiring new employees.

Section 4: An employee called back to work after leaving the facility at the end of the employee's work shift shall receive a minimum of four (4) hours of pay at the employee's current hourly rate.

Section 5: Employer shall continue its current practice of scheduling employees for available work opportunities. Beginning with the work week commencing April 1, 2021, Employer shall receive their weekly work schedule at least two (2) weeks in advance of the work week. If disputes arise regarding scheduling matters, Employer and Union shall utilize the Joint Labor/Management Committee process (Article 14, Section 5) to address those concerns.

Section 6: 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 (1.5x) the straight time hourly rate. One-and-one-half (1.5) times the hourly rate shall be paid on the sixth (6th) consecutive day of work in any work week. Alternative workweeks, as defined in the California Industrial Welfare Commission Wage Orders, may be arranged by mutual consent, so long as they comply with state and federal laws.

Section 7: Each employee shall be entitled to a thirty (30) minute unpaid lunch period to begin no later than the end of the fifth hour of work. All employees shall receive a rest period of at least ten (10) uninterrupted minutes during every four hours of work or major fraction thereof.

Section 8: Employees are expected to arrive at work on time, as scheduled. During proclaimed States of Emergency, employees who are late to work as a result of disruptions to the City's public transportation system and infrastructure will not be subject to discipline for tardiness.

ARTICLE 11 -- SENIORITY

Section 1: New employees shall serve a probationary period of ninety (90) days during which time they are subject to discharge without recourse to the grievance procedure or notice. Seniority shall not apply to any employee until he/she has completed the probationary period. Once probation is completed, the employee's seniority date shall be retroactive to the first (1st) day of hire. The Employer shall have the right to extend the probationary period by as much as thirty (30) days upon notice to the Union.

Section 2: In the event of a reduction of forces, the last employee hired into the job classification at the facility having the reduction shall be the first employee laid off. Laid off employees will have preference over new hires for openings in other classifications. Employees subject to layoff within their own facility shall enjoy preference in hiring for available openings in the same classification at another of Employer's retail dispensary facilities located within the geographic jurisdiction of UFCW Local 770. Laid off employee(s) shall be recalled in the reverse order of layoff within the classification.

Section 3: Non-probationary employees are entitled to receive two (2) weeks' notice of layoff or two (2) weeks' pay at the employee's regular rate in lieu thereof.

Section 4: Job Bidding - Permanent vacancies in positions shall be posted internally for a period of no less than one (1) week prior to reviewing external candidates. Employees may indicate their interest by signing the bid sheet. Among internal candidates, seniority shall prevail in filling the position, provided qualifications and ability are equal. The Employer shall be the sole judge of qualifications.

Section 5: Seniority shall terminate for the following reasons:

- a. Discharge for just cause.
- b. Resignation.
- c. Layoffs of twelve (12) 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 of the recall from layoff by e-mail and by text message.
- e. Absence due to illness or non-occupational injury which continues for more than six (6) months; or twelve (12) months for an occupational injury.
- f. Employee fails to return to work from a leave of absence within three (3) days of the agreed upon return date.
- g. Employee is absent from work for three (3) consecutive workdays without reporting to management (no-show no-call) 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 quit.

Section 6: The Employer will forward the seniority list to the Union upon request

ARTICLE 12 – DISCIPLINE AND DISCHARGE FOR CAUSE

Section 1: The Employer may discipline, demote, suspend, or discharge non- probationary employees only for just cause. 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 the *later* of two (2) weeks from of the conduct that gave rise to the discipline, or within two (2) weeks of the Employer’s knowledge of such conduct. The time period can be extended by the Employer for good cause. Provided, however that the foregoing time limits shall not apply where the Employer is either actively investigating the employee for misconduct or the Employer is unable to timely issue the discipline because the Employee is not working. In such an event, the warning must be given, as the case may be, no later than one (1) week following the completion of the Employer's investigation or the employee's return to active duty.

Section 2: 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, unlawful harassment of any kind, fighting while on company premises (including, but not limited to, pushing or shoving or any unwanted physical contact with a fellow employee, customer or vendor), sleeping on the job, or gross misconduct.

Section 3: A warning notice over twelve (12) months old shall not be used as a basis for future discipline unless a pattern of similar conduct can be shown to exist over a longer period of time. Warning notices for tardiness shall be removed from Employees’ personnel files after one hundred eighty (180) days, provided that there is no further tardiness incident within that 180-day period following issuance of the warning notice.

Section 4: Any non-probationary employee or the Union may file a grievance concerning an employee’s discipline, demotion, suspension, or discharge. Any such grievance shall be presented to the Employer in writing within fourteen (14) days after the discipline, demotion, discharge or suspension and if not presented within such period, the right to grieve shall be waived.

ARTICLE 13 - GRIEVANCE PROCEDURE

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

Step 1: Either the Union representative or the employee shall have the option to bring a grievance to the attention of Human Resources within seven (7) calendar days of the knowledge of the facts giving rise to the grievance. A response will normally be provided within seven (7) calendar days.

Step 2: If the grievance is not resolved in Step 1, or if Step 1 is not used, the

grievance must be reduced to writing and submitted to the Employer no later than fourteen (14) days from knowledge of the facts giving rise to the grievance. A representative of the Union and the Employer will discuss the grievance. If the Employer does not respond within fourteen (14) days of the submission of the grievance, the grievance shall be deemed denied.

Step 3: If the previous steps in the grievance procedure fail to resolve the grievance, either party may submit the grievance to arbitration by notifying the other party in writing of its intentions to do so. Unless otherwise agreed to in writing by the Parties, the request for arbitration must be communicated to the other party no later than sixty (60) days following the submission of the grievance.

Section 2: Should the Union fail to timely move the grievance to the next step, the grievance will be considered resolved.

Section 3: An arbitrator may be selected by mutual agreement of the parties. If the parties cannot mutually agree on an arbitrator, the selection of an arbitrator shall be from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. The arbitrator shall have no authority whatsoever to add to, modify, amend, alter or delete or in any way change the express provisions of this Agreement. The arbitrator's decision shall be final and binding on the Employer, the Union and the employee(s) involved.

Section 4: The expense of the arbitrator shall be borne equally by the signatory parties. Each party shall pay its own costs for transcripts.

Section 5: By mutual agreement, the parties may incorporate a mediation process at any point during the grievance process.

ARTICLE 14 - UNION REPRESENTATION/SHOP STEWARD

Section 1: 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. The Union shall furnish a list of authorized representatives to the Employer. This right shall be exercised reasonably and in such a manner so as to not interfere with Employer's business or distract any employee during the employee's working time. The Union Representative shall follow State rules and procedures related to non-employee visits to the facility and Employer's security protocols related to visitor access. The Union Representative shall notify a designated management representative upon arrival at the premises and will be given a guest badge. The Employer reserves the right to accompany the Representative in sensitive areas.

Section 2: 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 3: Shop Steward. The Union shall be allowed to designate a shop steward for the purpose of monitoring compliance with this Agreement and other legitimate Union business. The Union shall notify the Employer in writing of the name of each designated Shop Steward. A shop steward shall not be allowed to conduct Union business on company time without the express permission of Employer. Stewards may not unreasonably delay or avoid their customary duties to conduct Union business. The Employer and shop stewards will treat each other with mutual respect. Once per year, one steward per location shall be scheduled off to attend an annual steward training seminar.

Section 4: Orientation. New employees will be allowed fifteen (15) minutes of paid time with their union representative for union orientation.

Section 5: Joint Labor/Management Committee. The Union and the Employer agree to establish a Joint Labor and Management Committee (JLMC) consisting of a bargaining unit employee, management and the Union. The JLMC shall have one (1) bargaining unit member per facility and an equal number of representatives from management. The JLMC shall meet beginning on or after July 1, 2021 as needed up to twice annually to discuss issues, including safety concerns, impacting the bargaining unit and the Cannabis Industry. The JLMC shall not discuss pending grievances. The purpose of the JLMC is to further the parties' collaborative effort to advocate for and protect the rights of workers and consumers in the Cannabis Industry and oppose efforts to undermine or interfere with these rights. The Employer will pay the bargaining unit member for his or her time spent serving on the JLMC. The employee member shall be paid for attendance, up to a maximum of eight (8) hours per meeting day.

Section 6: Apprenticeship Program. The Union and the Employer agree to discuss the possibility of establishing an Industry Apprenticeship Program. The Apprenticeship Program, when established, would revolve around the basic premise of Training, Education and Industry Standards.

ARTICLE 15 - NO STRIKE, NO LOCKOUT

Section 1: 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.

Section 2: In the event of a violation of this No Strike/No Lockout Article by bargaining unit employees, the Union agrees to use all reasonable means to induce employees engaged in a strike, work stoppage, or other conduct in violation of this Agreement to return to work and/or immediately cease such conduct. Any employee who violates any of the provisions of this Article may be subject to termination.

ARTICLE 16 -SUBCONTRACTING

The Employer will not contract out bargaining unit work customarily performed by an employee covered by this Agreement. The foregoing does not prohibit the Employer from contracting out for:

1. Work that requires capital investment for equipment or would not result in regular, ongoing work; or
2. Specialized functions for which bargaining unit associates cannot be easily trained and which require persons with specialized expertise; or
3. Services traditionally subcontracted per past practice or are currently being subcontracted or outsourced as of the signing of this Agreement; or
4. Tasks or projects which are time sensitive and have a completion date which is unlikely to be met by the use of bargaining unit employees.

ARTICLE 17 - SAVINGS/LEGISLATIVE CHANGES

Should any of the provisions in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any tribunal of competent jurisdiction, the Parties shall meet to discuss the impact of such change(s) and use their best efforts to rewrite the affected provision(s) consistent with its original intent. The invalidation of a portion of this Agreement shall not automatically invalidate the remaining portions of the Agreement and they shall remain in full force and effect pending the outcome of the Parties' discussions.

ARTICLE 18 - HEALTH AND WELFARE

Beginning January 1, 2022 the Employer will offer health, vision and dental coverage to its full time employees through the Western Alliance Trust Fund and will pay \$390.00 per month towards such coverage on behalf of each full time employee who has worked an average of thirty (30) hours or more per week over the previous sixty (60) days. For employees hired after January 1, 2022, coverage will begin on the first of the month following the employee's completion of 60 days of employment averaging 30 or more hours per week.

Beginning January 1, 2023, and each year thereafter, the Employer will pay a maximum 5% increase in the monthly Western Alliance Trust Fund health care contribution. If the cost of the plan increases more than 5% from the previous year, the parties shall meet to discuss possible adjustments to the medical benefit plans to help offset the costs to employees. If the parties cannot agree on an alternative arrangement, the amount of the cost increase above 5% shall be borne by the employees.

ARTICLE 19 - RETIREMENT/SAVINGS 401K

The Employer and the Union commit to work towards the establishment of a 401(k)-retirement plan for employees no later than the second anniversary date of this agreement

ARTICLE 20 - WORKING CONDITIONS

Section 1: Uniforms, Tools and Lockers: If employees are required to wear uniforms, the Employer shall furnish a reasonable quantity of such uniforms at no cost to the employee. The Employer shall furnish and pay for all required tools and equipment. The Employer shall provide lockers for the safekeeping of employees' personal items during working hours.

Section 2: Employee Discounts: Employees shall be eligible to purchase store products for - 20% off retail price. In addition, the Employer may offer additional employee perks, promotions, and contests at its sole discretion.

Section 3: TIPS: Employer shall maintain the current policy regarding tips.

ARTICLE 21 - PAY PERIOD AND WAGE STATEMENT

Employees shall be paid at least twice monthly. Wages shall be accompanied by an itemized statement of hours worked and wages paid, including overtime pay premiums as well as sick days and vacation days used and accrued, as required by law.

ARTICLE 22- NO DISCRIMINATION

Section 1: Nondiscrimination: The Employer and the Union agree not to discriminate against any person on the basis of race, creed, religion, color, national origin, age, gender, sexual orientation, gender identity or expression, marital status, disability, genetic information (including genetic tests, counseling, or family history of diseases or disorders), military status, veteran's status or any other basis protected by state, local or federal law.

Unlawful harassment of any kind, including sexual harassment, will not be tolerated. This includes harassment by one employee to another peer employee, by a supervisor to a subordinate or by a third party (such as a customer or vendor) of an employee.

Section 2: Investigation: The Employer's policy can be summarized as "see something, say something". To ensure a proper investigation and outcome, employees are expected to promptly report any violation(s) of this Article to Human Resources and to a Union representative. When a potential violation of this Article is reported, the Employer will conduct a timely, fair, and thorough investigation and maintain confidentiality throughout the process to the extent possible under the circumstances. Those directly involved will be advised of the investigation's outcome, as appropriate.

Section 3: No Retaliation: Employees who engage in activities protected by law or company policy, such as reporting harassment, discrimination or other violations of local, state and federal

law or providing information or testimony during an investigation or prosecution of such a violation shall not be retaliated against for such conduct and may not be adversely affected in any manner related to their employment.

Section 4: Training: California law requires all employers of 5 or more employees to provide 1 hour of sexual harassment and abusive conduct prevention training to nonsupervisory employees and 2 hours of sexual harassment and abusive conduct prevention training to supervisors and managers once every two years. The law requires the training to include practical examples of harassment based on gender identity, gender expression, and sexual orientation. Employer shall train all employees, supervisors and managers about sexual harassment and workplace abusive conduct, as required by California law.

ARTICLE 23 - NEW TECHNOLOGY

Should the Employer intend to institute any new technology that would displace bargaining unit work covered by this Agreement, the Employer shall give the Union at least thirty (30) days written advance notice by email or certified or registered mail concerning the nature of such intended changes. The Employer will meet to negotiate the effects of the new methods of operations on the bargaining unit within ten (10) days of the Union's request. The Employer shall provide appropriate training to employees on the use of new technology introduced in the workplace.

ARTICLE 24 - SUCCESSOR AND ASSIGNS

This Agreement will bind all successors to the Employer herein. In the event of a sale of the Employer's licensed business covered by this Agreement, and/or in the event of a merger of the Employer, the Employer will require, as a term of the sale or merger, that the new successor Employer assume all the terms of this Agreement and execute a copy of the Agreement with the Union, in which event the Employer assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest to the operation and the Employer has satisfied all outstanding obligations to the Union that arose prior to the sale.

ARTICLE 25 - PERFORMANCE OF UNIT WORK BY NON-UNIT EMPLOYEES

The performance of bargaining unit work by managers or supervisors excluded from the bargaining unit shall not be done for the purpose of regularly reducing or limiting the size of the bargaining unit or the number of hours worked by the bargaining unit. Generally, managers and supervisors should perform bargaining unit work only under the following circumstances:

- (A) to instruct or train bargaining unit employees in their work;
- (B) when needed due to unexpected circumstances or emergencies such as when bargaining unit employees are unavailable due to absences and the employer has made reasonable efforts to call in bargaining unit employees; or


(C) to develop new techniques and procedures; provided such work shall be of short duration (not to exceed ten (10) consecutive days in the absence of consent of the Union, which shall not be unreasonably withheld).

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall go into effect January 1, 2021 and continue in full force and effect through December 31, 2025. It is further agreed and understood that on December 31, 2025 this Agreement shall automatically be renewed for one year from such date and thereafter upon the anniversary of the effective date, without further notice, provided that either party may open this Agreement for the purpose of discussing changes or revisions in this Agreement by giving at least sixty (60) days notice in writing prior to December 31, 2025 or prior to December 31st of any subsequent year.

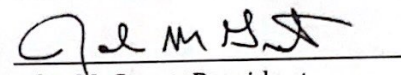
Signed and agreed to this 30th day of January 2021, following ratification by the bargaining unit.

FOR THE EMPLOYER:



Barr Corporation. d/b/a
California Caregivers Alliance

FOR THE UNION:



John M. Grant, President
UFCW Local 77
2/17/2021

APPENDIX "A" - WAGES

I. Wellness Advisors, Inventory Associates, Receptionists

Effective Date	Ratification	1/1/22 (\$.75)	1/1/23 (\$.50)	1/1/24 (\$.50)	1/1/25 (\$.50)
Start Rate	\$15.50	\$16.25	\$16.75	\$17.25	\$17.75

II. Shift Leads

Effective Date	Ratification	1/1/22	1/1/23	1/1/24	1/1/25
Start Rate (Group I rate + \$2.00)	\$17.50	\$18.25	\$18.75	\$19.25	\$19.75

During the term of this Agreement the above stated rates shall be the minimum rates of pay.

All current hourly non-probationary employees will get a minimum \$0.50 cents/hour wage increase upon ratification of this Agreement (probationary employees shall receive their increase upon conclusion of the probationary period). Beginning January 1, 2022 and on each January 1st thereafter during the term of the Agreement, above-scale employees shall receive the higher of the scale or \$.50 cent per hour increase.

No employee shall suffer a reduction in pay as a result of the signing of this Agreement. The Employer may provide salaries and rate increases in excess of the above rates based on profitability, performance, merit and other factors so long as it is done in a fair and impartial manner.

The parties agree to bargain over the wages of any newly created employee classifications not referenced in this Agreement within sixty (60) calendar days of the implementation of the new position(s).