

## LABOR PEACE AGREEMENT

This Labor Peace Agreement (“Agreement”) is entered into this \_\_\_\_\_ of \_\_\_\_\_ 2020, by and between \_\_\_\_\_ (hereinafter “Employer”) and Teamsters Joint Council No. 25 (hereinafter referred to as the “Council”). The Employer and Union are referred to collectively herein as the “Parties.” This Agreement is entered into in accordance with applicable requirements of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027 (“the Act”) and applicable local cannabis licensing ordinances and regulations. The Parties hereby establish the following procedures for the purpose of ensuring an orderly environment for the exercise by Employees of their rights under Section 7 of the National Labor Relations Act and to ensure compliance with the Act and all applicable local cannabis ordinances and regulations.

1. **Scope:** This Agreement shall apply to regular full-time and regular part-time Employees of the Employer in the growing, manufacture, distribution and dispensing of marijuana at all facilities of the Employer within the State of Illinois.

2. **Term:** This Agreement shall be in effect and binding upon the Parties from the date on which it is executed and continuing for all periods during which the Employer engages in commercial cannabis activities within the State of Illinois. This Agreement shall be binding with respect to all Employees engaged in commercial cannabis activities employed by the Employer, but shall cease to apply to Employees for whom (1) a Labor Organization is recognized pursuant to the procedures set forth herein and the Parties have entered into a Collective Bargaining Agreement covering such Employees; or (2) the National Labor Relations Board has issued a certification with respect to such Employees.

3. **Assignment of Local Union:** The Council which has the geographic jurisdiction shall assign units to the appropriate Local Union.

4. **Neutrality:** The Employer will take an approach of strict neutrality to the unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a Collective Bargaining Representative, or preference for or opposition to any particular Union as a Bargaining Agent.

a.) The Employer also shall not demean the Union as an organization or its Representatives as individuals. Neither the Union nor its Representatives shall be referred to as a “third party” or “outsiders”. The Employer will refrain from the use of intimidation, threats of reprisal, promise of benefits, as meant in Section 8(c) of the Act, designed to intimidate or coerce Employees to influence the decision by its Employees whether to join or be represented by the Union. This Policy shall apply to all of the Employer’s Managers, Supervisors, Agents and Representatives at all levels.

The Employer will inform all Managerial Employees and Supervisors of their obligations under this Agreement and will take prompt action to stop and correct any violations of this Agreement.

**b.)** The Employer shall not provide support or assistance of any kind for any group or person opposing unionization. The Employer further agrees not to consult with or employ firms or individuals to combat unionization. There shall be no captive audience meetings, one-on-one meetings, or polling or questioning of employees regarding their decision to join or support a union. The Employer will not commit unfair labor practices or engage in delaying tactics.

**c.)** The Employer agrees to post a written notice, agreed upon by the Parties, at all places where it typically places notices to its Employees advising Employees that they have freedom of association and choice to join or not join a Union, that the Employer is neutral with regard to whether Employees choose Union Representation and that there will be no retaliation against individuals if they choose to join or support the Union or if they choose not to join or support the Union.

**d.)** The Union agrees that the Union and its Representatives and Agents will communicate with Employees in a positive manner and shall not denigrate the Employer, its Managers, Supervisors or Representatives. The Union's campaign will focus on how Employees can address workplace issues through collective bargaining and Union Representation and shall be non-coercive.

**e.)** Upon request of the Union, the Employer shall issue a written statement jointly with the Union to the Employees acknowledging this Agreement and its terms.

**5. Access:** If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such employees by the Union to the extent permitted by law. The Union may engage in organizing efforts in non-public areas of the facilities during Employees' non-working times (prior to the start of work, after work, and during meals and break periods) and/or during such other periods as the Parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided herein Paragraph 10.

**a.)** Union Representatives and Employees will be allowed to distribute literature and distribute and collect Authorizations Cards during non-work time in non-work areas. Union Representatives shall not disrupt the normal business operations while communicating with Employees.

**b.)** Where an employee bulletin board exists, Employees shall have the right to post Union literature and notices.

6. **Employee/Eligibility List:** Within ten (10) calendar days following receipt of written notice of intent to organize Employees from the Union, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, indicating their job classifications, departments and, if known by the Employer, addresses, telephone numbers and e-mail addresses. Thereafter, the Employer shall provide updated complete lists weekly upon request by the Union. Such list shall be used, and be regarded as a conclusive eligibility list for the purpose of determining whether the Union enjoys a majority of support among the Employees, or a subset of such Employees appropriate for the purposes of collective bargaining as defined herein.

a.) Any disputes regarding eligibility, the eligibility list, or the sufficiency or authenticity of the Union's showing of interest shall be determined by the neutral third party appointed to ascertain the sufficiency of the Union's showing of interest.

7. **Recognition:** This Agreement does not mandate a particular method of election or certification of the Union as the Exclusive Representative of the Employees for the purposes of the collective bargaining. However, should either Party choose to utilize a majority verification process, the following process will be utilized:

a.) The Union may request recognition as the Exclusive Collective Bargaining Agent on behalf of Employees if it obtains written proof that a majority of the Employees in an appropriate unit have designated the Union as their Exclusive Collective Bargaining Representative. The Arbitrator, identified in Paragraph 10, or another person mutually agreed to by Employer and Union, shall conduct a review of Employees' Authorization Cards and membership information submitted by the Union in support of its claim that a majority of the Employees in an appropriate unit have designated the Union as their Exclusive Collective Bargaining Representative. If that review establishes that a majority of such Employees has designated the Union as their Exclusive Collective Bargaining Representative, the Employer shall recognize the Union as such Representative of such Employees.

b.) In the event that either party chooses a majority verification process, the Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement or file a Notice of Voluntary Recognition with the NLRB, so that the decision of when and whether to provide such Notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB Notice of Recognition in accordance with the instructions from the NLRB immediately upon receipt of the Notice.

c.) The Union and the Employer hereby agree that if, after recognition of the Union by the Employer as provided for within this Paragraph 7, any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to Paragraph 7, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full Consent Election Agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement.

8. **Collective Bargaining:** If the Union is recognized as the Exclusive Collective Bargaining Representative as provided in Paragraph 7, negotiations for a collective bargaining agreement shall be commenced within ten (10) calendar days of a verification and concomitant recognition.

a.) The Parties shall meet thereafter no less often than weekly until a contract is reached or until one or the other Party invokes the impasse procedure set forth below for the resolution of impasse disputes. The parties shall "TA" any proposals, or parts of proposals, on which they have tentatively agreed.

b.) Following verification and recognition, the Employer shall not discipline an Employee represented by the Union without just cause. Disputes over just cause discipline shall be resolved in accordance with the Procedure for Resolution of Disputes.

c.) In the event the Parties reach an impasse with respect to their collective bargaining obligations, the Parties shall engage an Arbitrator, or another Arbitrator selected in accordance with the procedures contained within Paragraph 10, to resolve any outstanding contract terms. The Parties shall provide a list of terms to which they have tentatively agreed, and a list of outstanding items including the Party's last, best, and final offer. The Arbitrator may hear presentations of the Parties with respect to the outstanding issues, request statements, convene fact-finding, or otherwise obtain information regarding industry practice or standards pertinent to resolving the outstanding issues. The Arbitrator shall then issue a written Resolution in the form of contract provisions which shall resolve each outstanding issue in addition to the terms that were tentatively agreed to. The Parties shall execute a collective bargaining agreement containing such terms which shall be effective from the date on which the Arbitrator renders his/her decision and continuing for a period of one (1) year thereafter. To the extent the terms cannot be immediately put into effect, they shall be put into effect as soon as practical and retroactive to the date of the issuance of the decision or ratification by the affected membership if so required by the Union's Constitution or By-Laws.

The terms determined by the Arbitrator shall remain in effect for one (1) year, and continue thereafter unless reopened by either Party upon sixty (60) days advance written notice from the anniversary date of the date of the issuance of the order.

9. **No Strike/No Lockout:** During the life of this Agreement, whether or not the Union becomes the Exclusive Representative of the Employer's Employees, the Union and its members will not engage in, call, authorize or encourage (by action or inaction) picketing, work stoppages, boycotts, or other economic interference with the Employer's business operations at any facility covered by this Agreement, and the Employer will not engage in a lock-out of the Employees.

10. **Resolution of Disputes:** The Parties hereby agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with a mutually agreeable Arbitrator serving as the Arbitrator. If the Parties cannot mutually agree on an Arbitrator within fourteen (14) days after a dispute is referred to arbitration under this Agreement, or if the selected Arbitrator is unavailable to serve within fourteen (14) calendar days of notification, then the Parties will proceed to arbitration in accordance with the American Arbitration Association's Labor Arbitration Rules. The Arbitrator shall have the authority to determine the arbitration procedures to be followed. The Arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The Parties hereto agree to comply with any order of the Arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the Arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

11. **Exceptional Remedies for Willful Breach:** In the event the Arbitrator finds a Party has willfully breached this Agreement, he/she may impose the following remedies as appropriate to fully remedy the breach: Injunctive relief; award of attorney's fees and arbitration costs; extension of the term of this Agreement; foreseeable, reliance, consequential or actual damages; and specific performance. In the event a prevailing party must proceed to a court of law to confirm and/or enforce an award issued under this Agreement, the losing party shall be liable for payment of reasonable attorneys' fees and costs incurred to enforce and obtain compliance with the award.

12. **Severability:** To the extent that one or more terms of this Agreement are determined to be invalid by a court of law or by a final decision of an administrative agency that is appealable only to a court of law, the remaining provisions shall be unaffected and shall remain in full force and effect.

13. **Warranty of Authority:** The Parties warrant that their respective Representatives who have executed this Agreement have full authority to bind and obligate the Parties to the terms set forth herein.



14. **Effective Date:** This Agreement shall take effect when the Employer becomes a licensed processing organization pursuant to Illinois Regulations. This Agreement shall remain in effect until such time as the Employer is no longer a licensed processing organization or until the Parties mutually agree to terminate this Agreement, whichever comes first.

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Agreed and accepted this \_\_\_\_\_ date of \_\_\_\_\_.

■ **FOR THE EMPLOYER:**

BY: \_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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■ **FOR THE UNION:**

BY: \_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)