

STATE OF ILLINOIS

Department of Agriculture

Attestation in Support of Compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1, et seq. (“The Act”) and the Department of Agriculture Notice of Emergency Rules, Ill. Admin Code tit. 8, § 1300, et seq. (“Emergency Rules”)

Please submit the following information to the Department of Agriculture as a part of the Craft Grower/Infuser License.

Part 1: All applicants should provide the following attestation:

I, _____, (Applicant) attest that I have been contacted by a bona-fide labor organization as defined by section 1-10 of The Act and entered into a labor peace agreement as set forth in Section(s) 1300.307(a)(8) and 1300.407(a)(8) of the Emergency Rules.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

EXECUTED AT _____, **ILLINOIS, ON** _____
(Date)

By: _____, Title: _____
Applicant Representative

Part 2: Applicants who have been contacted by a bona-fide labor organization.

(Print or Type Name and Address)

1. Union Information

Name of Union: _____ IUOE Local 399

Contact Person and Title: _____ John Hanley and Pat O’Gorman

Principal Address: _____ 2260 S Grove St, Chicago, IL 60616

Email: _____ jhanley@iuoe399.com and pogorman@iuoe399.com

Phone number: _____ 312-980-6168 and 312-980-6156

2. Applicant Information

Name of Applicant: _____

DBA (if different): _____

License Types: _____

Federal Employers Identification Number (FEIN): _____

Contact Person and Title: _____

Principal Address: _____

Email: _____

Phone number: _____

I, Patrick Kelly (Union Representative), am authorized by
IUOE Local 399 (Union), a bona-fide labor organization as defined by
Section 1-10 of the Act, to attest on its behalf as to the execution of a labor peace
agreement between IUOE Local 399 (Union) and _____

(Applicant) on _____ (Date of Execution).

I declare under penalty of perjury under the laws of the State of Illinois that the
foregoing is true and correct.

EXECUTED AT _____, ILLINOIS, ON _____.

By: _____, Title: President and Business Manager

Union Representative

Subscribed and sworn to me before this _____ day of _____,

Notary Public Signature

LABOR-PEACE AGREEMENT

THIS AGREEMENT is made and entered into by and between _____
(hereinafter the “Employer”) and the **International Union of Operating Engineers Local 399,
AFL-CIO (“IUOE”)** (hereinafter the “Union”).

1. This Agreement shall cover all employees employed in classifications within the craft jurisdiction described in Exhibit A, or in classifications called by different names when performing similar duties, (referred to hereinafter as “Employees”) in positions created by
(Employer) _____

at its
(Type of Facility) _____
located at
(Address) _____, Illinois

(the “Employees”), including associated operations on the property which during the term of this Agreement is owned by, operated by or substantially under the control of the Employer. The term “Employer” shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of: (a) the Employer covered by this Agreement; (b) one or more principal(s) of the Employer covered by this Agreement; (c) a subsidiary of the Employer covered by this Agreement; or (d) any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act, (“NLRA”), and to avoid picketing and/or other economic action directed at the Employer in the event that IUOE Local 399 decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that the NLRA guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. 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 agent, or preference for or opposition to any particular union as a bargaining agent. Upon request by the Union, the Employer shall issue a written statement jointly with the Union, to the employees acknowledging this agreement and its terms.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. The Employer will provide notice to IUOE Local 399 of its intent to hire Employees to fill vacancies in job classifications covered by this Agreement at the facilities.

When requesting applicants, the Employer shall state the qualifications applicants are expected to possess. The Union will furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. The Employer agrees to hire solely from the list of candidates referred by the Union. The Employer may hire from outside sources or agencies if the Union cannot provide candidates within forty-eight hours of receiving a request by the employer. The Employer agrees that any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. Should a Union/community hiring hall be established, the Employer shall upon written notification of the Union, use such hall as its first source for all hiring. The Employer shall be the sole judge of an applicant's suitability, competence, and qualifications to perform the work of any job to be filled.

7. IUOE Local 399 may provide written notice to the Employer of its intent to organize Employees covered by this Agreement. Upon receipt of such notice, the Employer shall provide access to its premises and to such Employees by the Union. The Union may engage in organizing efforts in non-public and non-operations areas of the facility during Employees' non-working times (before work, after work, and during meals and breaks) 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 in Paragraph 9.

8. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, including job classifications, departments, home and email addresses, and telephone numbers. Thereafter, the Employer will provide updated complete lists on a monthly basis.

9. IUOE Local 399 may request recognition as the exclusive collective bargaining agent for Employees described in exhibit A. The parties may agree to select a neutral party who may review the Employees' authorization cards submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Union may notify the NLRB of recognition pursuant to this Agreement and the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if 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 this Paragraph, (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 except Paragraph 11. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement. Such dispute shall be governed under Paragraph 14 which shall be the exclusive remedy. Any party unsuccessfully challenging its duty to arbitrate or to comply with an arbitral award or challenging any provision of this agreement, or aiding any other person in such challenge, may be liable for the prevailing party's legal fees and expenses and any other damages incurred. The arbitrator or court shall have the authority to order a party to comply with this agreement.

10. The parties agree to begin negotiations for a collective bargaining agreement immediately after the Employer recognizes the Union. Negotiations shall be conducted diligently and in good faith on dates, times and locations mutually agreeable. If the parties are unable to reach agreement on a collective bargaining agreement either party may request the assistance of a Mediator appointed by the Regional Director of the Federal Mediation and Conciliation Service, currently located in Hinsdale Illinois.

11. During the life of this Agreement, the Union will not engage in picketing or other economic activity at any facility covered by this Agreement, provided that if the Employer recognizes any other union other than IUOE Local 399 as the exclusive collective bargaining representative of Employees at a facility in the Unit described in Exhibit A, or any part thereof, this paragraph shall terminate immediately and without notice.

12. This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any building. Within thirty (30) days of change of ownership or management of such building, the Employer shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of his or their obligations under this Agreement.

13. The Employer shall incorporate the entirety of paragraphs 4, 6, 7, 8, 9, and 10 of this Agreement in any contract, subcontract, lease, sublease, operating agreement, franchise agreement or any other agreement or instrument giving a right to any person to operate any enterprise in the facility employing employees as identified in Paragraph 1 and in classifications listed in Exhibit A, or in classifications called by different names performing similar duties, and shall obligate any person taking such interest, and any and all successors and assigns of such person, to in turn incorporate said paragraphs in any further agreement or instrument giving a right as described above. The Employer shall enforce such provisions, or at its option, assign its rights to do so to the Union. The Employer shall give the Union written notice of the execution of such agreement or instrument and identify the other party(ies) to the transaction within 15 days after the agreement or instrument is signed. The terms "Employer" and "Facility" shall be modified in such agreement or instrument to conform to the terminology in such agreement or instrument but retain the same meaning as in this Agreement, and the terms "Employer" and "Employees" as used herein shall be modified to refer, respectively, to the person or persons receiving a right to operate an enterprise in the facility and the employees of such person or persons..

14. The parties agree that any disputes over the interpretation or application of this

Agreement shall be submitted to expedited binding arbitration. In the event that the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators (NAA) and are available to serve in Chicago. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators, who are members of the NAA, shall be eliminated by the Union and Employer alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement. It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living or traveling expenses of representatives or witnesses must be paid by the party incurring such expenses.

15. In the event that any provision of this Agreement should be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated for the purpose of replacing the invalidated provision with a valid substitute which most nearly achieves the same objective. In the event the parties are unable to agree on a substitute, the matter shall be submitted to arbitration as provided in Paragraph 14; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

16. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union and shall be attached to, and be part of each collective bargaining agreement until, by mutual agreement, this agreement is invalid.

For: _____

By: _____

Title: _____

Date: _____

For: International Union of Operating Engineers Local 399 (AFL-CIO)

By: _____

Title: _____

Date: _____

Exhibit A

STATIONARY ENGINEERS' JURISDICTION

All skilled maintenance employees, including but not limited to; stationary engineers, building engineers, maintenance engineers, maintenance technicians, maintenance mechanics, HVAC technicians, HVAC mechanics, operating engineers, operators, domestic water operators, wastewater operators, water treatment technicians or other related jobs.