

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 Conditional Adult Use Craft Grower and/or Infusion License.

Part 1: All applicants should provide the following attestation:

I, _____, (Applicant) attest that I have been contacted by a bona-fide labor organization and entered into a labor peace agreement as set forth in Section 1-10 of the Act and 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 _____
Applicant 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: _____ Local 881 UFCW

Contact Person(s): _____ Clint Brown

Principal Address: _____ 1350 East Touhy Avenue, Suite 300E, Des Plaines, Illinois 60018

Email: _____ clintbrown@local881ufcw.org

Phone number: _____ 847-294-5064

STATE OF ILLINOIS
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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, _____ (Union Representative), am authorized by
_____ Local 881 UFCW _____ (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 _____ Local 881 UFCW _____ (Union) and _____
Applicant

(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** _____, _____.
Union Representative Date

By: _____, Title: _____
Union Representative

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

Notary Public Signature

(Seal)

CONFIDENTIAL**Labor Peace Agreement**

_____, (“the Company”) and Local 881 United Food and Commercial Workers (“the Union”) hereby agree to the following terms (the “Agreement”):

1. **Neutrality and Non-Disparagement.** The Company agrees to take a neutral approach to the unionization of workers, meaning that the Company, which also includes any managers, agents, and representatives acting on its behalf, will neither help nor hinder the Union’s organizing effort, including making any statement or taking any action that directly or indirectly indicates or implies any opposition to workers selecting the Union as their collective bargaining representative, or directly or indirectly supporting or assisting in any way the opposition efforts of any person or group who may oppose the Union. This includes the Company refraining from making negative comments or otherwise demean by word or action the Union, Union representatives, or unionization. The Union agrees to refrain from exercising its rights to picket, handbill and engage in other activities against, or otherwise disrupting or disparaging, the Company or its facilities or operations; however, if the Company recognizes another union as the bargaining representatives of any workers, the Union’s obligation will automatically cease to apply to those workers’ facilities or operations.

2. **Bargaining Unit.** The Union will notify the Company of the facilities and/or operations for which the Union seeks to invoke this Agreement’s unionization process and, in this notice, the Union will designate the bargaining unit. The Union is not limited in the number of times it can provide such notice and invoke this Agreement’s unionization process for any of the Company’s employees.

3. **Access.** Upon reasonable prior notice by the Union, the Company grants the Union and its representative access onto the Company’s premises to speak with bargaining unit employees during non-working time, including meal periods and rest breaks. The Company will cooperate with the Union in making arrangements to permit these conversations to be held in areas where the employees will be able to speak to the Union representatives without monitoring by the Company’s representatives.

4. **Meeting.** At the Union’s request, the Company will conduct a meeting on a mutually agreeable date(s) and time(s) with all of the bargaining unit employees. At the meeting, the Company will tell the employees that it is neutral, does not object to their talking to and supporting the Union, and will negotiate a collective bargaining agreement (CBA) with the Union if a majority of the bargaining unit employees designate the Union as their collective bargaining representative. Union representatives will attend the meeting, and after the Company has introduced them and left the meeting, Union representatives will talk with the employees about the Union without any disparagement of the Company.

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5. **Contact Information.** At the Union's request and subject to any prior consent of the bargaining unit employees required by law, the Company shall furnish to the Union the names, job classifications, home addresses, cell phone numbers, home phone numbers and email addresses, if known, of the bargaining unit employees (collectively, "contact information"). The Union shall be solely responsible for compliance with any applicable federal, state or local laws concerning the protection of personally identifiable information. The Company further agrees thereafter to provide updated worker contact information, as reasonably requested by the Union.

6. **Recognition.** If and when a majority of bargaining unit employees designate the Union as their collective bargaining representative, the Company will recognize the Union as the exclusive representative of the bargaining unit, provided that the Union may assign jurisdiction and representation rights to any of its affiliates. At either party's request, a neutral third party may confirm majority authorization. The Company and the Union will comply with all requirements necessary to obtain certification of the Union as the exclusive bargaining representative of these employees.

7. **Bargaining.** Within 30 days from the date of recognition, the parties will begin good faith bargaining for a CBA covering the bargaining unit. If the Union and the Company are unable acting in good faith to agree to a CBA within 120 days of commencement of negotiations, the parties agree that either the Company or the Union may require that all open provisions and issues be submitted to final and binding interest arbitration per the section titled herein "Arbitration." The arbitrator shall be guided by (but not bound by or limited to) the: (1) the Company's size, type of business, and financial ability; and (2) the employees' ability to sustain themselves, their families and dependents on wages, hours and benefits they earn from the Company, and the living wage for their family size and region as indicated in the MIT Living Wage Calculator (<http://livingwage.mit.edu/>).

8. **Arbitration.** The parties agree that final and binding arbitration will be the exclusive remedy for any alleged violations of this Agreement and any dispute or claim arising from or relating to the interpretation or application of any provision of this Agreement. Unless the parties promptly agree on an arbitrator, the parties will proceed to expedited arbitration using the American Arbitration Association's rules and procedures. The arbitrator is authorized to compel the attendance of witnesses and the production of documents at the arbitration hearing, and to award appropriate monetary, injunctive and declaratory relief. The parties agree not to challenge the arbitrator's decision in court and consent to the entry of the arbitrator's award as the order of judgment of a United States District Court.

9. **Severability.** If any provision of this Agreement is held illegal, void or invalid under any applicable law, the parties will meet and confer to amend the provision to make it legal, valid and binding, and the remaining provisions of this Agreement will remain binding and enforceable according to their terms and the parties' intent.

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10. **Term of Agreement.** The term of this agreement is one (1) year from the date of this Agreement. The term will renew for additional 1-year terms unless and until either party gives the other written notice no sooner than 60 days and no later than 30 days prior to the expiration of the then-current term.

11. **Confidentiality.** The Company and the Union agree that the existence of and all terms and conditions of this Agreement are confidential and proprietary between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate this Agreement, as required by law or court order, or as mutually agreed upon in writing prior to disclosure.

President, Local 881 UFCW Date

Signature Applicant Date

Print Name (Applicant) Title

Company (Applicant)

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

Notary Public Signature

(Seal)