



LABOR PEACE AGREEMENT

This Labor Peace Agreement (“Agreement”) is made and entered into by and between _____ (hereinafter the “Employer”) and the International Union of Operating Engineers, Local 49 (hereinafter the “Union”). Employer and Union are referred to collectively as the “Parties”. This Agreement is entered into pursuant to Minn. Stat. 342 and applicable cannabis licensing ordinances and regulations. The Parties hereby establish the following procedure 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, (“NLRA”). 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.

1. Scope and Bargaining Unit.

- A. This Agreement shall cover and apply to all employees employed by the Employer, including those classifications described in Exhibit A, or in classifications called by different names when performing same or similar duties, who work at any of the Employer’s current or future licensed cannabis businesses (referred to hereinafter as “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.
- B. This Agreement shall further apply to any businesses acquired by the Employer with respect to employees not already represented by a labor organization. In the event of sale of any cannabis business, operations or premises covered by this Agreement, and/or in the event of a merger, the Employer will require as a term of the sale or merger that the new owner must assume all the terms of the Employer herein and execute a copy of the instant Agreement with the Union. This Agreement will bind all successors to the Employer herein. This Agreement shall remain in full force notwithstanding changes in ownership, control or management of any facility. Within thirty (30) days of change of ownership or management of such facility(ies), the Employer shall notify the Union of such change. Changes in ownership, control or management do not relieve the owner or manager of their obligations under this Agreement.
- C. The Employer shall incorporate the terms 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(ies) employing Employees 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 upon mutual agreement of the Parties, 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 fifteen (15) days after the agreement or instrument is signed. The term "Employer" 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 entity or entities receiving a right to operate an enterprise in the facility and the employees of such entity or entities.

- D. This Agreement shall be submitted with any application made by the Employer to obtain any license to engage in commercial cannabis activities pursuant to Minnesota state law or applicable local governmental ordinances, and with any application thereafter for re-licensure.

2. Neutrality.

- A. **Employer Neutrality.** The Employer shall take an approach of strict neutrality to the unionization of Employees. The Employer shall not take 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. The Employer shall make no written or oral statement or take any action opposing or advocating unionization, nor shall it provide support or assistance of any kind to any person, group, firm, or consultant opposing unionization. The Employer also shall not demean the Union as an organization or its representatives as individuals, nor portray the Union in a bad light. The Employer shall not threaten, intimidate, discriminate against, retaliate against, disparage, pressure, nor take any adverse action against any employee for voicing their support or opposition of the Union or union representation, and shall not conduct captive audience or one-on-one meetings. The Employer will not poll or question employees regarding their position with regard to the Union. The Employer will inform all managerial employees, supervisors, or other agents of the Employer of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement. 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.
- B. **Union Neutrality.** The Union will remain neutral with respect to the Employer. The Union and its representatives will not coerce or threaten any Employee in an effort to organize or obtain authorization cards. The Union will inform all representatives, organizers, or other agents of the Union of their obligations under this Agreement and

will take prompt and appropriate action to stop and correct any violations of this Agreement.

3. Organizing.

- A. **Union Access.** Union 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 Employer's facilities 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. Union representatives shall not be denied access to non-work break areas or similar spaces such as Employer parking lots. Union representatives shall be given reasonable access to workspace and sites during non-work time. The Employer shall not conduct surveillance of Union representatives. Union representatives shall not be denied access to exterior employee areas and parking lots. Union representatives shall be given access to all entrances to Employer facilities for the purpose of distributing literature to employees and communicating with them. Employees will be allowed to distribute literature and distribute and collect authorizations cards. Where an employee bulletin board exists, Employees shall have the right to post Union literature and notices. "Organizing" includes communicating with Employees before and after recognition of the Union.
- B. **Employee Lists.** Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer shall furnish the Union with a complete list of Employees, including both full and part-time Employees. Such list shall include job classifications, departments, home addresses, email addresses, and telephone numbers. Thereafter, the Employer will provide updated complete lists on a monthly basis or upon request of the Union.
- C. **Voluntary Recognition and Card Check.** Union may request voluntary recognition as the exclusive collective bargaining agent for Employees. 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. The Employer will provide the neutral with a list of all employees in the bargaining unit. The Union will thereafter present the authorization cards to the neutral for verification. Such card check review must be conducted within ten (10) days. If the neutral establishes that a majority of such Employees have designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as the exclusive representative of such Employees.

If the Parties cannot agree to a neutral for this process, they hereby agree to contact the Federal Mediation and Conciliation Service (FMCS) to request card-check service. Once the Neutral has been selected, the Parties shall furnish the Neutral with:

(1) an agreed-upon list of eligible employees; and (2) a Card-Count Verification form. "Eligible" employees shall be those employees who were employed during the payroll period immediately prior to the Union's request for voluntary recognition. If necessary, the neutral may assist the Parties in determining the appropriateness of the employee list. If such review establishes that a majority of the Covered Employees have designated Union to be their exclusive collective bargaining representative, Employer will officially recognize Union as the Covered Employees' exclusive collective bargaining representative and the Card-Count Verification Form will be completed.

Upon verification that a majority of the employees in the bargaining unit have selected the Union to be their representative, the Employer agrees to immediately and officially recognize in writing the Union as the exclusive bargaining representative of the employees in that unit. The Employer expressly agrees to waive any right to condition recognition up on an election conducted by the NLRB or any other public or private entity. Bargaining shall commence within thirty (30) days of verification, unless the Parties mutually agree to a different time schedule.

D. Challenges to Recognition. 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:

(i) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if the Parties have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar;

(ii) 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

(iii) the Employer and the Union shall at all times abide by the provisions of this Agreement. The Union and the Employer will not file any charges with the National Labor Relations Board (NLRB) in connection with any act or omission occurring within the context of this Agreement. Such dispute shall be governed under Paragraph 6 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.

4. Collective Bargaining.

A. Commencement and Scope of Bargaining. Upon voluntary recognition of the Union or NLRB certification, the Parties shall meet within thirty (30) days or as soon as mutually agreed upon, to negotiate in good faith a collective bargaining agreement with

respect to any mandatory subject of bargaining over which either Party desires to negotiate, and any permissive subjects over which the Parties mutually agree to bargain. The Parties shall meet thereafter no less often than weekly, or as otherwise agreed upon, until a collective bargaining agreement is reached. The Parties shall tentatively agree "TA" in writing to any proposals, or parts of proposals, on which they have reached a tentative agreement. 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 FMCS located in Minnesota.

- B. **Discipline for Just Cause.** Following voluntary recognition or certification, 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 described herein.

5. **No Strike/No Lockout.**

During the life of this Agreement, the Employer agrees it shall not engage in a lockout of employees and the Union agrees it 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 Union 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.

6. **Dispute Resolution.**

- A. **Arbitration.** It is the Parties' intention that all disputes under this Agreement will be resolved through good faith negotiation. Where such negotiations do not resolve the matter in dispute, 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 FMCS for a list of seven (7) qualified arbitrators, who are members of the National Academy of Arbitrators (NAA) and who are available to serve in Minnesota. 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 shall be eliminated by the Union and Employer alternately striking one (1) name at a time with the Party bringing forth the dispute striking first. The remaining name shall be the arbitrator chosen, and their authority shall be limited to making a decision on the dispute 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. Nothing in this provision shall limit or bar either Party from seeking other available state or federal remedies.

B. **Remedies for Willful Breach.** In the event an arbitrator finds a Party has willfully breached this Agreement, they shall 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; specific performance; and liquidated damages in an amount of no less than \$5,000. 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.

7. Severability.

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. The 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 6 [Dispute Resolution]; the arbitrator shall choose or formulate a substitute provision which accomplishes the purposes of the preceding sentence.

8. Term.

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 terminated.

EMPLOYER

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 49**

By: _____

By: _____

Name: _____

Name: Ryan Davies

Title: _____

Title: Business Manager – Financial Secretary

Exhibit A

All regular full-time and part-time employees of the Employer including, but not limited to: all persons engaged in supervising, controlling, operating or assisting in operating all heating equipment (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air-conditioning units and plants, fans, siphons, bridges (including turntable, jackknife and span-fit type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines: the supervision of all mechanical operation and any and all appurtenances connected with and used in power and plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal power plants, and any and all power-driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion picture theatres, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, motels, apartment hotels and apartment houses, hospitals, department stores, laundries, metal and other junk yards and junk segregating plants, oil drilling, refining and producing plants, (including control of pressure and temperature of gases, liquids and otherwise) and pipe line pumping and boosting stations; the operation of valves, gates, locks and all machinery on dams or spillages; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industries and manufacturing plants, operating machines and engines and other appurtenances (irrespective of motive power); all persons engaged in supervising, controlling, operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fission or fusion, and its products, such as radioactive isotopes and cryogenic equipment, materials and processing; all persons engaged in other capacities other than operating capacities in the aforementioned plants, industries, services and/or institutions.