

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, hours and all other terms and conditions of employment for all hourly workers employed by the Employer within the state of Minnesota, excluding supervisors, confidential employees, and guards, as defined by the National Labor Relations Act, and excluding Cultivators and Lead Cultivators.

(a) The Employer agrees that this Agreement will apply to Cultivators and Lead Cultivators upon the Union's demonstration of majority support in said classifications. In that event the parties would reconvene to bargain a supplemental wage scale for the Cultivators and Lead Cultivators.

ARTICLE 1 – UNION SECURITY

1.1: Union Shop: Every worker who is employed on the effective date of this agreement will as a condition of employment become and remain a member in good standing of the Union, and every worker the Employer thereafter hires will as a condition of employment become and remain a member of the Union on the 30th day following the beginning of the worker's employment or the effective date of this agreement, whichever is later.

"In good standing," for the purposes of this Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this Agreement.

1.2: Checkoff: The Employer agrees to deduct amounts equal to dues, initiation fees and assessments from the wages of all workers who sign a deduction authorization form. The Union's Secretary-Treasurer will certify the amounts. The Employer agrees to deduct amounts owed by workers who return from absences from work due to layoff, sickness, injury or other reason. The Union will notify the Employer in writing of past amounts that returning workers owe.

The Employer agrees that its obligation under this provision survives the expiration of this Agreement.

1.3: ABC Contributions:

The Employer agrees to deduct contributions to the United Food and Commercial Workers International Union Active Ballot Club from the wages of all workers who sign political checkoff

forms. The Employer agrees to deduct contributions beginning the first payroll period after the Union provides the Employer with a checkoff form signed by the worker. The Employer will cease deducting contributions from those workers who the Union notifies the Employer in writing have revoked their checkoff authorization.

The Employer agrees to send all contributions to the Union within 10 days of the date the Employer deducts the contributions to an account the Union designates. The Employer agrees to simultaneously provide the Union with the total amount of the contributions, and a list of the names, addresses, occupations and contribution amounts for each contributing worker.

ARTICLE 2 - RESPECT FOR WORKERS

The Employer agrees that workers are the Employer's most valuable resource. The Employer therefore agrees to ensure that all workers are treated with respect, including, but not limited to, by managers, supervisors, customers, vendors and every other person.

If anyone disrespects a worker, the worker may cease the interaction and inform a manager or supervisor that the worker is being disrespected. If the manager or supervisor fails to promptly stop the disrespect, the worker may end the interaction without any discipline or any other adverse action.

ARTICLE 3 – DISCRIMINATION, HARASSMENT, AND INCLUSION

3.1: Discrimination: The Employer agrees that it will not discriminate against or treat any worker differently because of Union support or activity; race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation; gender identity or expression; marital or veteran status; criminal record; or English proficiency or speaking accent.

3.2: Harassment: The Employer agrees that it will not permit harassment in the workplace. Harassment means unwelcome comments or conduct. No one at the workplace, including managers, supervisors, workers or third parties such as vendors, consultants and independent contractors, may make comments or engage in conduct that is known to be or should reasonably be known to be unwelcome.

3.3: Transgender and Nonbinary Workers: If any employee is transgender, nonbinary, or intends to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request, the Employer, upon request from the employee will:

- Work with the employee to determine a way to notify co-workers of the worker's status or transition, if the employee so desires the transition be known;
- Provide training for co-workers and managers.

Employees, including supervisors and third party vendors, will make a good-faith effort to use the correct name and pronouns for all employees.

The Employer will change all non-legal and non-financial records so that all records use the names transgender employees choose and the pronouns they identify with to the extent allowed by law, unless the employee requests the Employer refrain from doing so. The Employer will also update any photographs unless the employee requests otherwise. Employees have a duty to inform the Employer of such preferences. The Employer will use the employees' preferred name unless otherwise legally required.

Any names and pronouns visible to all employees will be the covered employee's preferred names and pronouns. Employees have a duty to inform the Employer of such preferences.

The Employer has a commitment to use the preferred names and pronouns for all employees covered by this section, unless the employee requests the Employer refrain from doing so. The Employer will make all reasonable efforts to use preferred names and pronouns in all public facing mediums, including on name tags.

The Employer shall designate all single person restrooms as gender neutral.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the authority to direct its affairs and operations consistent with this Agreement.

ARTICLE 5 – UNION AND EMPLOYER COOPERATION

5.1: Union Representative Off-Floor Discussions with Workers:

The Employer agrees that Union representatives or stewards may take workers aside to discuss the benefits of this Agreement, Union membership or any other matter related to the worker's employment for a reasonable period of time not to exceed 15 minutes. Union representatives and stewards will not interrupt workers who are serving customers.

5.2: Union Visitation: The Employer agrees that Union representatives have the right to visit work areas to conduct Union business, including, but not limited to, communicating with workers; asking workers to join the Union, sign dues check-off forms or political action committee check-off forms; determining whether the Employer is complying with this Agreement and all employment and labor laws; investigating workplace issues, disputes, grievances and arbitrations; reviewing and copying policies, procedures, work rules and other employment documents, including schedules, payroll records and personnel files; and communicating about similar topics and undertaking similar matters; provided that such access does not unreasonably interfere with workers' work.

5.3: Orientation: The Employer agrees that it will permit Union representatives or stewards to attend all orientations to discuss for 60 consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with 2-weeks' notice of the dates, times and locations of all orientation sessions.

5.4: Union Steward: The Union has the right to appoint stewards in each location. The Union will notify the Employer of the names of the stewards. In no instance shall the steward(s) be discriminated against or retaliated against for discharging Union duties.

5.5: Bulletin Board: The Employer agrees to provide a space at each location for a designated bulletin board where official Union notices originating from the Union will be posted.

5.6: Joint Labor/Management Committees: The Employer and Union agree to establish a Joint Labor / Management Committee ("JLM") consisting of Bargaining Unit Employees, Management and the Union.

The JLM will meet periodically to discuss information about the contract, data on the industry and community certifications and standards. The Union and the Employer understand the value of the JLM.

The JLM shall follow the language outlined in this agreement in regard to time off for Union business.

5.7: Apprentices Program: In the event the Union develops and implements a Cannabis Industry Apprenticeship Program, both parties agree to participate in the program and negotiate over the implementation of the program in appropriate classification upon its certification. No Employee's rate of pay shall be reduced as a result of the implementation of an Apprenticeship Program.

ARTICLE 6- JUST CAUSE DISCIPLINE

6.1: Just Cause and Progressive Discipline: Employees who have completed their probationary period shall not be disciplined, suspended, or discharged without just cause. Discipline shall be progressive.

6.2: Disciplinary Meetings Or Discussions:

The Employer agrees that its managers and supervisors will not meet or discuss with a worker any matter that may lead to discipline or that is part of any investigation that might result in discipline, unless a steward or a Union representative is present. The Employer further agrees not to impose discipline on any worker unless a steward or Union representative is present. If more than one steward is available, the worker will choose which steward will attend the meeting or discussion. If no steward is available, the meeting or discussion will be postponed until a steward is available.

At the outset of the meeting or discussion, the manager or supervisor will disclose the purpose of the meeting or discussion and all topics that the manager or supervisor intends to raise. The worker and the steward or Union Representative may call for a break and talk in private before the meeting or discussion begins, after the manager or supervisor discloses the purpose and topics of the meeting or discussion, or both. The worker and the steward or Union representative may also take other breaks during the meeting or discussion.

During the meeting or discussion, the steward or Union representative may request that the manager or supervisor rephrase ambiguous or confusing questions, allow workers to answer questions in their own words, and to treat workers fairly and with respect. The steward or Union representative may also question the manager, supervisor or anyone else present, request that the Employer provide information and produce documents, and make arguments on the worker's behalf.

If it violates this provision, the Employer agrees that it may not use anything the worker says to support any discipline that the Employer imposes.

6.3 Time Limits for Issuing Discipline: An employee disciplined, up to and including discharge, will be advised privately of the reason such disciplinary action was administered within 1 workday unless the employee is not available.

Upon the expiration of 3 months from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personnel file, the Employer will be precluded from using such entry or reference in any disciplinary.

The Employer shall not hold any conference or interview with an employee who is the subject of any investigation or who is being interviewed in connection with the imposition of discipline or the issuance of a warning which is to be entered in the employee's record (provided such interview or conference goes beyond the announcement of the disciplinary action or the delivery of the

warning), unless the Employer shall have advised the employee of their right to be represented at such occasion by the employee's steward and shall afford the employee, if the employee or the steward so requests, the opportunity to consult privately with such steward before the commencement of the meeting.

ARTICLE 7 - NO STRIKE, NO LOCKOUT

7.1: No Strike, No Lockout: In consideration for the Employer's agreement to arbitrate disputes, the Union agrees that it will not strike during the term of this Agreement. The Employer agrees not to lockout any workers.

7.2: Lawful Pickets: The Employer agrees that it will not require any worker to cross a lawful picket line, and will not discipline, discharge or otherwise discriminate in any way against any worker who refuses to cross a picket line.

ARTICLE 8 - SUCCESSORSHIP

This Agreement will be binding on the parties' successors and assigns, including, but not limited to, all purchasers of any of the Employer's stock, assets or business acquired through sale, lease, merger or other transfer.

In the event of sale of any locations covered by this Agreement, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all Employees all rights and benefits provided for thereunder, including all seniority and service time accumulated.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.1: Grievance Procedure: Should differences arise between the Employer and the Union or between the Employer and employees or between employees of the Employer, or should any local trouble of any kind arise pertaining to matters involved in this agreement or incident to the employment relation, such differences will be handled through the grievance procedure in the following manner and order; and it is the declared position of the parties hereto that all such matters shall be settled promptly.

Step 1: When a grievance arises, within fifteen (15) business days after the reason for the grievance has occurred or within fifteen (15) business days of when the Employee(s) or Union may have been reasonably expected to have learned of the occurrence, the Employee with or without a representative of the Union, may raise any grievance with the Employee(s)' direct Supervisor and attempt to reach a satisfactory resolution informally. If the grievance involves the Employee's direct supervisor, or the direct supervisor is unavailable, they may attempt to resolve the grievance with the General Manager or other available supervisor, whether onsite or remote. Notwithstanding the language above, if the subject of the dispute is an Employee suspension or termination, the Parties hereby agree to start the Grievance Procedure at Step 2 immediately below.

Step 2: If no solution is reached, the grievance will be reduced to writing. The written grievance shall be sent to the [Director of Human Resources]. The Employer must receive the written grievance within thirty (30) business days of knowledge of the alleged violation, whether or not a Step 1 meeting has taken place, or the grievance will be considered untimely. The parties shall schedule a meeting within ten (10) business days and discuss the grievance and proposed resolution and attempt to resolve the grievance. A formal Employer response to any written grievance shall be in writing and sent to the Union within ten (10) business days of the Step 2 meeting.

Step 3: In the event the matter is not resolved in Step 2, the grievance may be submitted to a mediator by mutual agreement. If the parties do not agree to mediation, the Union may submit the grievance to an arbitrator, selected as hereinafter set forth, whose decision shall be final and binding on all parties involved. In making said decision, the arbitrator shall be bound and governed by the provisions of this contract and restricted to the facts involved in the grievance presented to them.

9.2 Mediation: Any dispute under this Article that cannot be resolved in Step 2 may be referred by mutual agreement to Federal Mediation and Conciliation Service (FMCS) in an attempt to reach an agreement on a resolution. Where so agreed, the matter shall be submitted to mediation within fifteen (15) business days. Either party may elect to bypass mediation and refer the matter directly to arbitration.

9.3: Arbitration: Appeals to arbitration shall be made within 60 calendar days of the answer in Step 2 or if the grievance is not settled at mediation. The parties shall request the Federal Mediation and Conciliation Service to furnish a panel of 7 available arbitrators, all of whom must be members of the National Academy of Arbitrators. The parties shall alternatively strike names until one remains. The remaining arbitrator shall be appointed to hear the grievance to be arbitrated. The parties will alternate striking the first name. The arbitrator's fee and expenses, the arbitration filing fee, the cost of hearing facilities, and any other costs required by the arbitrator; the cost of a court reporter; and the cost of an interpreter (if needed), shall be split equally between the Parties. The Parties shall each pay for their own legal fees.

9.4: Time Limits for Processing Grievances: If the Employer fails in Step 1 or Step 2 to deliver its answer to the grievance within ten (10) business days after the respective grievance meeting, the grievance shall be sustained, and the requested remedy granted. The meeting on the grievance shall be scheduled within ten (10) business days after the Union filed the grievance. It is

understood that the above time limits may be waived by mutual written agreement. In any event, grievances settled as a result of either party violating the above time limits shall not constitute precedents, nor be referred to, in the handling of any other grievance or arbitration.

ARTICLE 10 - SCHEDULING

10.1: Schedule Posting: For Dispensaries: The Employer will post all retail schedules in writing in each store by Friday noon for the following 4 work weeks. The Employer will also post schedules electronically and email them to workers at their request. The Employer will provide scheduling information through a secure interface to the Union on the day in which schedules are due to be posted in the stores.

For Grow/Production: Workers shall be informed of any changes to schedule, such as overtime, no less than two weeks in advance.

10.2: Availability:

For Dispensaries: Workers will notify the Employer of their preferred hours and availability. Workers may change their preferred schedule and availability by informing the manager who prepares their schedule before the schedule is released. When possible, the Employer will schedule workers to work their preferred hours by seniority within department and classification.

10.3: Consistent Schedules: The Employer will schedule at least 2 days off consecutively, including one consistent day off, unless the worker consents or requests different days off. The Employer will schedule workers by seniority within location and classification. The Employer may not change any schedule without the consent of the worker, unless the change is required by illness or emergency, such as fires or floods.

10.4: Workweek: The normal workweek for full-time workers will consist of 40 hours over five days. Employees will be allowed to work four (4) 10 hour days per week upon request by the employee.

10.5: Part Time Hours: The Employer will not schedule part time workers for shifts of fewer than 5 hours in one day or for more than 5 days in a week, except by mutual agreement.

10.6: Minimum Call: The Employer will pay all workers who report to work but who are sent home a minimum of 4 hours' pay.

10.7: Restricted Duty: Employees will be eligible for up to 52 weeks of restricted duty for any non-work-related injury or illness.

10.8 Split Shifts: No employee shall be scheduled for a split shift except by mutual agreement.

ARTICLE 11 - SENIORITY/LAYOFF

11.1: Definition: Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's initial date of employment with the Employer or the Employer's predecessor. For seniority purposes, a "date of employment" shall mean a date the employee commences work on the job. Seniority ranking for employees commencing employment on the same date shall be determined by lot. No employee shall acquire any seniority rights until they have been employed by the Employer for at least 30 days. After 30 days employment, the seniority shall revert to the original date start date.

11.2 Probationary Period: All newly hired employees will be on probation for a thirty (30) calendar day probationary period and will thereafter attain seniority with the Employer, with seniority reverting back to the first day of active employment in the bargaining unit. After an Employee has completed their probation period they will be eligible for all benefits, including health care, paid time off, etc.

11.3: Termination Of Seniority: Seniority may be terminated only by

- Quit
- Discharge for just cause,
- Layoff for 24 months or more,
- Employment with the Employer outside the bargaining unit for 1 year or more,
- Failure to return to work in accordance with the terms of a leave of absence or recall from layoff,
- Failure to respond within 30 calendar days of the date to return to work registered with the U.S. Postal Service

11.4: Layoffs: In the event of a layoff, employees in the probationary period shall be laid off first. If further layoffs are necessary, Employees may volunteer to be laid off with severance. Volunteers will be accepted by seniority within classification. Any additional layoffs shall be on seniority basis with the layoffs starting in inverse seniority order by classification. Employees shall be recalled by inverse order of layoff.

11.6: Seniority List: The Employer shall provide the Union with a current seniority list in Microsoft Excel format on a monthly basis. Such a seniority list shall include the employees chosen name, date of hire, department, telephone numbers, email addresses, home addresses, average hours worked, and rate of pay.

11.7 Mergers and Eliminations:

In the event the Employer eliminates a classification, (or portion thereof) at any of the locations, merges classifications (or portion thereof) amongst any of the locations, or moves a department (or portion thereof), affected employees shall have the following rights:

1. Affected employees may use their total seniority to retain employment in a different classification or location if practicable. Employees retaining such employment shall have their total seniority govern for purposes where seniority applies.
2. Employees unable to retain employment under Number 1 above may utilize their rights under Article 11.4, Layoffs and/or Article 11.5, Severance.

The Employer agrees to meet and confer with the Union, as soon as practicable, prior to the effectuation of such merger, elimination, or movement of departments.

If the Employer moves operations to another physical location, the Employees will move along with the operation and retain seniority, hours, and other benefits.

In the event that the Employer chooses to reduce or eliminate the Pharmacist position, these reductions or eliminations shall occur only by attrition.

ARTICLE 12 - SAFETY & HEALTH

12.1: Commitment to Safety: The Employer agrees that it will provide a safe and healthy workplace and correct any unsafe condition or safety/health hazard. This includes the Employer's commitment to comply with all federal, state and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

12.2 Training: The Employer will provide workers with mutually-acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Employer agrees to pay workers to attend such orientations and training. The Employer will not ask or allow any worker to work or operate any equipment until the worker has received all relevant training.

12.3 Equipment: The Employer will furnish, at its expense, all safety and protective equipment required or advisable for the protection of workers.

12.4 Responsibility: The Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

12.5 Health and Safety Committee: The parties agree to establish a joint Union Management Safety and Health Committee to:

- review injuries and illnesses and identify causes and prevention
- observe, inspect and propose changes in the workplace
- to review and propose changes in safety rules
- participate in government health and safety inspections
- participate in the review of hazardous materials prior to their use in the facility
- to review OSHA 300 logs and 301 forms
- review layout changes, machine modifications and new equipment and machinery
- participate in the development of health and safety programs
- to bring health and safety problems to the Employer's attention
- recommend changes in the work environment and procedures
- review, recommend changes to and participate in safety education and training

The Union and the Employer will each appoint an equal number of members of the Safety and Health Committee. The Employer in coordination with the Union will conduct one day of mutually acceptable health and safety training for the Safety and Health Committee members.

The Safety and Health Committee will hold meetings as often as necessary, but not less than once each month. All meetings will be held during normal scheduled working hours.

Every month; the Employer will furnish the Safety and Health Committee with copies of all records of air and noise monitoring, a list of hazardous chemicals used in the facility, Material Safety Data Sheets, OSHA 300 logs, and all reports, surveys, studies, inspections and measurements of worker exposure to actual or potential toxic materials, harmful physical agents and injuries or illnesses.

The Employer will promptly notify the Union-designated Committee members of any accident resulting in injury. The Employer agrees that any Union-appointed Committee member may be involved with the Employer's investigation of accidents, hazards or unsafe conditions.

The Employer agrees to permit Committee members to inspect facility conditions and to bring any hazards or unsafe conditions to the Employer's attention. The Employer agrees to correct any hazards or unsafe conditions Committee members bring to its attention as soon as possible.

The Employer will pay worker Committee members for time lost while acting as Committee members. The Employer will also pay for lost time, amounting to one day per year, for Committee members to attend safety and health training.

ARTICLE 13 - SUBCONTRACTING

13.1: In no case shall the Employer contract out work to avoid its obligations under this Agreement or for the purposes of reducing the hours, or scope of the work covered by this Agreement, or to avoid hiring additional employees.

ARTICLE X - OTHER PROVISIONS

X.1 Employee Discount and Certification Reimbursement: Employees shall be able to purchase the products at cost, with all state regulations applied. If Employees are patients under the Minnesota medical cannabis program, their certification for the program shall be reimbursed by the Employer. Employees shall be allowed to use and accrue loyalty points as a non-Employee customer does.

X.2 Uniforms: If required, the Employer will furnish employees with uniforms at no cost to employees. Employees shall be provided uniforms and promotional apparel of the appropriate size.

For Grow and Production Facilities: Employees shall be provided onsite laundry services, but shall be allowed to launder their own uniforms by request.

X.3 Annual Reviews: Performance reviews shall be conducted annually within one month of the employee's anniversary date. Employees will have the opportunity to discuss the review with their manager or supervisor and employees can make comments on the review which the employer must include. Performance reviews shall not be considered disciplinary.

X.4 Job Descriptions: At the time of hire, at the time of any promotion or lateral job change, at any time upon request, and at the time of their annual review, employees shall be provided with updated copies of their current job description.

X.5 Job Postings: The Employer will post all job openings physically and on internal electronic communications for seven (7) calendar days and will promote from within the bargaining unit qualified employees. Employees will be allowed to apply and be considered for all openings, if

they have the ability, skills, and availability to perform the duties required by the position for which they are applying. Employees shall be advised of the process for applying internally. The Employer will not make any attempts to prevent or dissuade employees from applying for or accepting a position. The Employer will, through an interview process, determine and select the most qualified candidate for the position. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.

X.6 Sales and Promotional Events: Retail employees shall receive as much advance notice for sales or promotional events as is practicable, but not less than one week. Retail locations shall attempt to schedule additional employees during sales and other promotional events.

X.7 Adverse Weather Events: Local management may declare a snow-day or bad weather day and not open a location, or close a location after it has opened. When the Employer determines not to open a location, the Employer shall by 6 a.m. send out a notice electronically. Affected employees shall be paid for all scheduled hours not worked due to the closure of their reporting location.

If the location is open but an employee must delay reporting to work for part of or a full scheduled shift due to inclement weather, the employee shall promptly advise the Employer by telephone or electronically. The time missed shall be charged to vacation time as available but shall not accrue attendance points.

X.8 Domestic Partner: The term domestic partner means both a person and a worker who:

- Are not related to each other by blood,
- Live in the same primary residence, and
- Have declared to the Employer that they are each other's sole domestic partner and are responsible for each other's welfare.

X.9 Tipping: Retail employees shall be allowed to accept tips if offered by customers. There shall be no tip pooling.

ARTICLE 15 - MEAL PERIODS AND BREAKS

15.1: Breaks: Employees working a shift of 3 hours or more shall be entitled to one 15-minute paid break as close to the midway point of the shift as possible. Employees working a shift of 5 hours or more shall be entitled to a one (1) hour paid lunch and 2-15 minute paid breaks. Employees working a shift of more than 8 hours shall be entitled to an additional paid 15-minute break upon their 8th hour of work.

15 minute breaks can be divided into smaller more frequent breaks as long as the total number of allotted minutes is not increased.

15.2: Nursing Parent Breaks: The Employer shall provide reasonable break times each day to an employee who needs to express breast milk for their infant child as long as the parent is nursing

the child. The break times must, if possible, run concurrently with any break times already provided to the employee. The Employer shall not reduce an employee's compensation for time used for the purpose of expressing milk.

The Employer will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy.

ARTICLE 17 – WAGES

17.2 Job Descriptions: If changes are made to an existing job description, the parties will meet within 30 calendar days to renegotiate wages for that description. If a new job is created that falls under the provisions of this agreement's recognition clause, the parties will meet within 30 calendar days to negotiate wages for the new position(s).

ARTICLE 21- EMERGENCY / PANDEMIC LANGUAGE

21.1: Emergency Provision: If a Federal, State, or Local government declares a state of emergency, this emergency provision shall apply. The Employer will communicate to the Union changes in policy, process, or working conditions taken in response to the emergency. The parties recognize that emergencies are dynamic in nature and often decisions are fluid and fast changing. The Employer will make its best effort to keep the Union informed of these changes. If any change in working conditions is contrary to any express provisions of the labor agreement, the Employer will not make such change without mutual agreement with the Union.

If any employee is unable to perform work due to the nature of the emergency, the Employer and the Union will meet to discuss in good faith the proper application of the leave of absence provisions provided in this Agreement and/or any additional leave that the parties may mutually agree to provide.

Any layoffs (or recall of employees) as a direct result of the emergency shall be in accordance with the seniority provisions of Articles X (Seniority) and other provisions of the Agreement. The Employer and the Union may agree to modify or extend various terms (e.g., the parties may agree to extend the period an employee may be on layoff without losing seniority).

The Employer agrees to pay employees time and one-half (1 ½) their regular hourly rate of pay for all hours worked during the period of emergency.

ARTICLE 22 SEVERABILITY

22.1 If any part of this Agreement is held to be in violation of any federal or state law, rule, or regulation, the provision(s) held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event any provision(s) is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute provision(s) to replace the provision(s) found to be invalid. It is agreed, however, that both the Employer and the Union shall have the right to appeal any decision that a provision(s) of this Agreement violates a federal or state law, rule, or regulation.