

Vireo Health of Minnesota, LLC, fka Minnesota Medical Solutions, LLC

- and -

United Food & Commercial Workers Local Union 1189

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1: The management of the business of the Employer and the direction of its personnel, including but not limited to: the right to hire, promote, demote, schedule hours of work, reduce or enhance hours of work daily or weekly, assign duties, transfer or relieve Employees from duty for lack of work or other legitimate reasons, discharge or discipline; to establish reasonable rules, policies and regulations is the exclusive authority and responsibility of the Employer subject to the terms of this Agreement. The Employer shall be the exclusive judge of its business and the needs, methods, processes, means and material to be used. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual, inherent, or fundamental rights of the Employer, whether the same ~~has~~ has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer.

Section 2: The Employer and the Union will work together as partners to assure that all applicable legal obligations related to Employer's cannabis operations are satisfied although the primary responsibility for meeting these obligations shall rest with the Employer.

Section 3: The Union and the Employer will work collaboratively to try to enhance the cannabis industry and will publicly and legislatively oppose efforts that negatively impact the ~~medical~~ cannabis industry.

Section 4: Use of ~~medical~~ cannabis by Employees at the Employer's facility or dispensaries is a violation of Minnesota law. It is understood that Employees DO NOT have the right to ~~self-medicate~~ use cannabis at the workplace, whether for medical or adult use, ~~at the workplace with medical cannabis regardless if an Employee wishing to self-medicate~~ even if the Employee is a Registered Patient pursuant to Minnesota Statutes Chapter 311 (2014).

ARTICLE 8 – DISCHARGE OR SUSPENSION

Section 1: The Employer may discharge, suspend or place on a performance improvement plan (“PIP”) any Employee for just cause. A letter or notice shall be given ~~to~~ the Employee setting forth the reason for his/her discharge or suspension. A copy will be sent to the Union.

Section 2: In a case where an Employee is warned for misconduct but not discharged, suspended or placed on a PIP, the Employer shall make a written record of such warning and provide a copy to the Employee and also provide a copy to the Union.

The Employer expressly reserves the right the add to, subtract, delete, supplement or otherwise modify any and all of its proposals contained herein at any point in time before a complete Tentative Agreement is reached between the Employer and the Union. Each proposal made by the Employer is contingent upon the Union’s acceptance of all proposals made by the Employer.

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Section 3: In all disciplinary interviews and in the issuance of written warnings, the Employer shall make reasonable effort to assure that the affected Employee understands the process and that he/she has the option to request Union representation at the interview. Employees have a right to object to warnings they believe are unjust, following the procedures outlined in Article 9 of this Agreement.

Section 4: ~~No prior warning notice shall be necessary if the cause of discharge or suspension is for serious infractions. Examples include, but are not limited to, dishonesty, theft, recklessness, use of unauthorized drugs, or gross misconduct.~~

The Employer may suspend or discharge an employee without a verbal or written warning for serious infractions, including, but not limited to: calling or participating in an unauthorized strike, work stoppage or walkout, willful destruction of company property, a violation of the Employer's anti-discrimination, anti-harassment or anti-retaliation policies, falsification of any company documents including but not limited to the employment application or time keeping records, theft, including theft of company time, insubordination, proven dishonesty, possession of or being under the influence of alcohol or illegal controlled substances either while on duty or on the Employer's property, failure to report an accident or injury of which the employee is aware, sleeping or the appearance of sleeping on the job, or fighting, both verbal and physical while on duty or on the Employer's property and no call-no show as outlined in Article 16 Section 4 (loss of seniority). Any employee who violates one or more of the items set forth above shall be suspended and/or terminated immediately and shall not have access to or protection of the Grievance and Arbitration procedure in Article 9 below.

Section 5: Any employee may request an investigation of his/her discharge or suspension, **notwithstanding the terms in Section 4 above**, and the Union shall have the right to protest the discharge or suspension. Any such protest shall be presented to the Employer in writing within ten (10) calendar days after the discharge or suspension and if not presented with such period, the right of protest shall be waived.

ARTICLE 9 GRIEVANCE PROCEDURE

Should there be any disputes or complaints involving the Employer and the Union or any employee(s), the matter shall be promptly taken up for adjustment by and between the duly authorized representative(s) of the Employer and the Union.

For this entire Article, electronic mail shall be an acceptable form of "written" communication and/or notice for both parties.

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A grievance is defined as an alleged breach or violation of this Agreement or a dispute arising out of the interpretation or application of the provision of this Agreement. The following procedure shall be followed in resolving any grievance arising under this Agreement:

STEP 1: Within seven (7) calendar days after the reason for the grievance has occurred or within seven (7) calendar days of when the employee(s) or Union may have been reasonably expected to have learned of the occurrence, the Union or designated Union Steward may raise any grievance with the employee(s)' direct Supervisor and attempt to reach a satisfactory resolution informally. If no solution is reached, the Shop Steward and employee(s) will reduce the grievance to writing and refer the matter to the Union Business Agent, who in turn may present the grievance in writing to the Employer at their discretion. Written notice of the grievance shall be sent to the **Director of Human Resources** and hr@vireohealth.com. The Employer must be notified of a grievance, in writing, within seven (7) calendar days of knowledge of the alleged violation, or the grievance will be considered untimely. A formal Employer response to any written grievance shall be in writing and sent to the Business Agent within fourteen (14) calendar days of the Employer's receipt of said written grievance.

STEP 2: If the grievance is not resolved at Step 1 above, and the Union or Employer desire to pursue the matter further, the Union shall request a meeting with the **Chief Administrative Officer**, or their designated representative within fourteen (14) calendar days of the Employer's final answer in Step 1. The Union and Employer Representative (or their designee) agree to meet and use their best efforts to resolve the grievance. A decision shall be rendered by the Employer within seven (7) calendar days of this meeting.

STEP 3: In the event the grievance is not resolved in Step 1 or subsequently Step 2 above, the Union or the Employer may submit the grievance to arbitration for formal resolution under the rules of the American Arbitration Association ("AAA"). The matter must be submitted for arbitration within thirty (30) calendar days of receipt of the Employer's formal response in Step 2.

The Arbitrator shall be charged only with the task of interpreting the terms and conditions of this Agreement, and shall not have the right or power to modify the Agreement in any way. The Parties hereby agree that the Arbitrator's decision shall be final and binding. The Arbitrator shall submit their decision in writing to the Parties within thirty (30) days following close of the hearing.

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

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(if needed), shall be split equally between the Parties. The Parties shall each pay for their own legal fees.

The Parties hereby agree that the time allowed to process grievances at each step herein is adequate. If either party fails to process or respond to a grievance within the proscribed time limits, the grievance is ended. However, time limits set forth in any provision of this Article may be extended by written mutual agreement between the Union and the Employer.

ARTICLE 14 – HOURS OF WORK

Section 1: Except as where otherwise agreed between the parties, the regular workweek shall constitute forty (40) hours ~~over five (5) days~~. Work schedules shall be posted two (2) weeks prior to the start of the schedule. The Employer may utilize part-time Employees but the utilization of part-time Employees shall not undermine the concept of full-time work. Part-time Employees who desire more hours up to and including full-time may request those hours in writing. Available hours shall be offered to those Employees based on seniority within their classification.

Section 2: OVERTIME: For hourly Employees, all time worked in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 ½) the straight-time hourly rate. Alternative workweeks may be arranged by mutual consent so long as they comply with state and federal laws. ~~In this regard, the parties agree that they will actively work toward a four day, ten hour per day schedule for Employees in classifications where operations and coverage allow.~~ Overtime shall be offered by seniority in each classification. There shall be no pyramiding of overtime and/or premiums and only the highest applicable rate shall apply.

Section 3: MEAL PERIOD AND BREAKS: Each Employee shall be entitled to a thirty (30) minute paid lunch period. All Employees shall receive a rest period of fifteen (15) minutes during every four hours of work or major fraction thereof.

Section 4: HOURS PAID: Holiday and PTO paid but not worked will count toward benefit, seniority and PTO hours accrual, as appropriate, but will not count as hours worked for overtime purposes, except that, where an Employee is called into work on a holiday or from a PTO day, the Employee will get credit for eight hours worked toward overtime (if applicable), unless that Employee actually works more than eight hours, in which case their actual hours worked shall all count as hours worked for overtime purposes.

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ARTICLE 16 – SENIORITY

Section 1: PROBATION: Full Time Employees shall be deemed probationary during their first sixty (60) calendar days of employment and Part-Time Employees for their first ninety (90) calendar days of employment, during which time they may be discharged, suspended or laid off for any reason, which need not be stated by the Employer. The discharge, suspension, and/or layoff of a probationary Employee shall not be subject to the grievance or arbitration process. Once probation is completed, the Employee's seniority date shall be ~~retroactive as of the first date of hire.~~ based on their most recent date of hire.

Section 2: LAY OFF: In the reduction of forces, the last Employee hired shall be the first Employee laid off or whose hours are reduced within the Department (the Departments being Dispensary and Production). Laid off Employee(s) or Employees whose hours are reduced shall be recalled in the reverse order of layoff within the Department. Seniority shall not apply to any Employee until he/she has completed the probationary period. For purposes of this Agreement, "lay off" or "layoff" shall mean the temporary elimination of a position. It shall not mean a mere reduction of hours or temporary schedule change or schedule change agreed upon by the parties. However, in the event the Company requires a permanent schedule change for a given position or a reduction of hours that will last more than seven (7) days, that reduction or schedule change shall be made on a reverse seniority basis, meaning that the least senior Employee shall have his or her hours reduced or schedule changed before more senior Employees, unless the more senior Employees request or volunteer for the hours reduction or schedule change. A more senior Employee may bump a junior Employee within the Department as part of the layoff process or for a reduction which will last more than seven days provided he or she has the skill, ability, experience and qualifications to immediately perform the job.

Non-probationary Employees are entitled to receive one (1) weeks' notice of layoff or reduction of hours, except in the event of an emergency or circumstances beyond the control of the Employer.

Section 3: JOB CLASSIFICATIONS & RATES OF PAY: During the term of this Agreement, the job classifications and rates of pay set forth in Exhibit A shall apply. Should the Employer need to create additional job classifications, the Employer will meet with the Union to negotiate the rates of pay and any subsequent increases for the new job classifications.

Section 4: LOSS OF SENIORITY. Seniority shall terminate for the following reasons:

- a. Discharge for just cause
- b. Resignation

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- e. Layoffs of twelve (12) consecutive months or a period equal to the Employee's length of service when the layoff began, whichever is less; ~~however, the original seniority date shall be reinstated upon recall.~~
- d. Failure to report to work after recall from layoff. The Employee will be notified by certified letter at the Employee's last known address.
- e. Employee fails to return to work at the expiration or an approved leave of absence.
- f. Employee is absent from work for three (3) consecutive scheduled workdays without reporting to management (days for which the Employee has received prior PTO approval shall not count) unless such three (3) absences are due to a serious medical reason that Employee promptly provides medical documentation to the Employer to support. A non-medical documented three (3) consecutive workday absence without reporting to management shall be deemed a voluntary quit.

Section 5: Promotions and Job Vacancy. In the event of a vacancy in a position covered by this Agreement, such vacancy shall be posted on the Union's bulletin Board and any other location that the Employer determines for a period of at least 4 calendar days. The position shall be awarded based on the Employer's assessment of all candidates' (including external candidates) skills, abilities, qualifications, and experience. Where those factors are relatively equal, seniority shall prevail. Employees who successfully bid on a vacant position outside of their current position shall be on a trial period for sixty (60) calendar days. During such trial period, the Employer shall have the right to return the Employee to his or her original position and pay without loss of seniority or benefits, if the Employer determines that the Employee lacked the requisite skill, ability, qualifications and/or experience. During such trial period, the Employee shall have the right to return to his or her prior position and pay, without loss of seniority or benefits, provided the prior position has not been filled.

Section 6: The Employer will forward the seniority list to the Union semi-annually or whenever new Employees have completed probation.

Section 7: No Employee shall be involuntarily transferred to another location.

ARTICLE 21 – GENERAL PROVISIONS

Section 6: MILEAGE AND TRAVEL TIME: Employees required to work temporarily at a location more than forty (40) miles from their regular work location shall be reimbursed at a rate of ~~\$.56~~**\$.25** per mile for travel between their regular location and the temporary location. ~~and will be paid at their regular rate for that travel time.~~

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