

**GTI MN – UFCW 1189
TENTATIVE AGREEMENTS – APRIL 28, 2024**

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 at the locations listed below, excluding supervisors, confidential employees, and guards, as defined by the National Labor Relations Act, and excluding Cultivators and Lead Cultivators. If the Employer uses its remaining licenses or relocates an existing location within the state of Minnesota, those employees will be included in the unit as well.

(list current locations/addresses)

The Employer will meet to discuss making this Agreement available to Cultivators and/or Lead Cultivators upon the Union's demonstration of majority support in said classifications. In that event the parties may reconvene to bargain a supplemental wage scale for the Cultivators and/or Lead Cultivators.

ARTICLE 1 – UNION SECURITY

1.1: Union Shop: Every bargaining unit member 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 individual the Employer thereafter hires into the bargaining unit 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 on a monthly basis, 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, classifications and contribution amounts for each contributing worker.

1.4 Indemnification: The Union agrees to indemnify and hold the Employer harmless for any and all claims, demands, suits or other forms of liability arising out of, or by reason of action taken by the Employer pursuant to this Article.

ARTICLE 2 – DISCRIMINATION, HARASSMENT, AND INCLUSION TA

2.1: Discrimination: The Employer and Union both agree that they 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 any other characteristic protected by federal, state or local law or ordinance. (TA 5-19-23)

2.2: Harassment: The Employer agrees that it will not permit harassment in the workplace based on any characteristic protected by federal, state or local law or ordinance. The Union agrees to support the Employer's efforts in this regard and to cooperate regarding same. (7-13-23 – TA)

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

The Employer has a commitment to use the correct 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 correct names and pronouns in all public facing mediums, including on things like schedules, nametags, lockers, or other publicly-posted communications) will be the covered employee's preferred names and pronouns.. Employees have a duty to inform the Employer of such changes.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the right of the Company to operate and manage the business. Without limiting the generality of the foregoing, and subject to the specific provisions of the other articles of this Agreement, the Company reserves to itself, the management of the business, the right to extend, maintain, reorganize, curtail or terminate its operations, the right to require standards of performance and the maintenance of discipline, order and efficiency, the determination of production and quality standards, operations and other policies, the determination of the type and

amount of equipment to be used, the direction of the employees and the assignment of work, the right to hire, to transfer, promote and to discharge, suspend, demote, or otherwise discipline employees for just cause, the right and authority to establish or continue its policies, practices, rules, regulations and procedures relating to the operations of the business (including, but not limited to: employee handbooks/rules of conduct, discipline and attendance), and to change or abolish such policies, practices, rules, regulations and procedures, in its sole discretion, the right to lay off employees for lack of work or for other reasons and to recall employees, the right to require reasonable overtime work, the right to promulgate and enforce rules relating to operations, safety measures, security, and other matters, to use, install, modify/relocate or re-position security cameras and utilize/implement other technological changes relating to the operation of the business, to establish and change work schedules and hours of work, to take such measures as it may determine necessary for the orderly operation of the business and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed (including the contracting out of bargaining unit functions). The Company further reserves the right to determine the number of employees necessary to carry out work under this Agreement, and to establish, modify or eliminate job classifications. These enumerated rights of management are not all inclusive. Except as expressly limited by specific provisions of this Agreement, the Company retains all rights which pre-existed this Agreement. The rights outlined herein shall survive expiration of this Agreement and any periods of re-negotiation thereof.

The Union and the Company acknowledge and understand the unique nature of the cannabis industry and the need to advocate for and protect the rights of workers and customers. The Union and the Company will continue to work collaboratively towards this end and will publicly and legislatively oppose efforts to undermine or interfere with these rights, to the extent allowed by law.

ARTICLE 4 – UNION AND EMPLOYER COOPERATION

Article _____ Union Visitation: A Union representative employed by the Union shall be allowed to visit the worksite to conduct normal Union business. This right shall be exercised reasonably, and the Union representative shall provide the Company reasonable advanced notice of their visit via email to the company designee. The Union representative must follow the employer and State rules and procedures related to non-employee visits to the facility. The Company reserves the right to accompany the representative in sensitive areas, and the Union representative cannot go into areas of the dispensary or production facility that are restricted by applicable law and/or regulation. The Union representative shall be allowed to meet with an employee during working hours or at working areas not to exceed 15 minutes, with the consent of the Company. The company reserves the right to deny any visitation requests for a legitimate business reason in such case the employer will accommodate an alternative date as soon as reasonably possible. (TA 5-19-23)

Article _____: Union Steward: The Union has the right to appoint a reasonable number of 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. (TA 7-14-23)

Article _____ 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.

Such notices shall not contain any offensive material, or disparage the Employer, its products or its management personnel. The Company reserves the right to remove any material from the bulletin board that does not comply with these requirements. ((TA 7-13-23)

Article _____ Joint Labor/Management Committees: Joint Labor/Management Committees: The Employer and Union agree to establish Joint Labor / Management Committees (“JLMs”). There shall be one JLM consisting of the Union, Retail Employees, and Retail Management and one JLM consisting of the Union, CPG Employees and CPG Management. The JLM for retail shall consist of up to 4 retail employees and one pharmacist chosen by the Union, and the JLM for CPG shall consist of up to three CPG employees. Each JLM shall consist of up to an equal number of representatives from management. The JLMs for each business unit shall meet no more than once per quarter, unless mutually agreed otherwise. Upon request, but no more once annually, the JLMs shall meet jointly to discuss issues related to both retail and CPG. The JLM is not meant to be for the purposes of discussing pending grievances/arbitrations and/or contract negotiations. (TA 8-24-23)

Article _____ Apprenticeship Program: In the event the Union develops and implements a Cannabis Industry Apprenticeship Program, both parties agree to meet and discuss the potential 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 5- JUST CAUSE DISCIPLINE

5.1: Just Cause: Employees who have completed their probationary period shall not be disciplined, suspended, or discharged without just cause.

5.2: Disciplinary Meetings Or Discussions:

Employees shall have the right to request union representation at any investigatory meeting, the result of which the Employee reasonably believes may lead to discipline. If requested, the Company shall make reasonable efforts to provide the Employee with their chosen representative. If the Employee’s requested Union representative is unavailable, the Employer shall endeavor to make a suitable replacement available and/or shall re-schedule the investigatory interview if practicable.

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. .

ARTICLE 6 - NO STRIKE, NO LOCKOUT

6.1 No Strike, No Lockout: In consideration for the Employer’s agreement to arbitrate disputes, the Union and employees covered by this Agreement will not cause or condone any strike, slowdown, concerted stoppage of work, sympathy strike, picketing of the Company’s work locations or any other interruption of work during the term of this Agreement. In the event any such action occurs, or is threatened, the Union and its representatives will immediately take all appropriate action to end or avert the same. The Union will have satisfied this requirement if, at a minimum, they verbally inform the striking employee(s), as soon as possible, that the strike is

unauthorized and that they must return to work. Failure by the Union to make such efforts shall result in it being financially liable for resulting losses suffered by the Company due to any of the prohibited actions described above. Following this effort, the Union will cooperate with the Company, as needed, to provide additional communications to involved employees that they must return to work. An employee who violates this Article is subject to immediate discharge. If such discipline occurs, the Union will only grieve or arbitrate whether the violation took place.

ARTICLE 7 – SUCCESSORSHIP

This Agreement will be binding on the parties' successors and assigns.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8.1: 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) calendar days after the reason for the grievance has occurred or within fifteen (15) calendar 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 General Manager's designee, 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 designated Human Resources Representative of the Company. The written grievance shall specifically describe the factual basis for the grievance, as well as the specific contract provision(s) allegedly violated, as well as the relief sought. Failure of a grievance to contain this information shall nullify the grievance and result in its automatic denial. The Employer must receive the written grievance within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or within 21 calendar days of the date the employee knew or should have known about the occurrence of the event giving rise to the grievance, 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) calendar days of the written grievance (absent mutual agreement otherwise) 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) calendar days of the Step 2 meeting.

8.2 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 fourteen (14) calendar days unless the parties mutually agree to longer time period.

8.3: Arbitration: If the parties do not mutually 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. The Arbitrator shall have no authority to add to, subtract from, alter, amend, modify this Agreement, or establish any new terms or conditions of employment for the bargaining unit; or accept for submission or render an award in a grievance that has not been timely filed. (Union proposal 12-5)

The Arbitrator so selected shall hear the dispute within thirty (30) days unless otherwise agreed at a mutually agreeable time and place and shall render an award in writing which shall be final and binding on the Employer, the Union and the employee or employees involved. The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement. The Arbitrator shall have no authority to add to, subtract from, alter, amend, modify this Agreement, or establish any new terms or conditions of employment for the bargaining unit; or accept for submission or render an award in a grievance that has not been timely filed.

The Arbitrator shall not have jurisdiction to decide multiple grievances without both parties' consent. Appeals to arbitration shall be made within 60 calendar days of the answer in Step 2 or mediation occurs and the grievance is not settled at mediation, within 60 calendar days of the date of the mediation. The Union shall request the Federal Mediation and Conciliation Service to furnish a regional panel of 7 available arbitrators, all of whom must be members of the National Academy of Arbitrators. The parties shall select an arbitrator within 90 calendar days of the appeal to arbitration, absent mutual agreement to extend such time. Each side may reject one panel entirely and have a new panel requested. The Union shall strike the first arbitrator, and then the parties shall alternatively strike names until one remains. The remaining arbitrator shall be appointed to hear the grievance to be arbitrated. The arbitrator's fee and expenses, 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.

8.4: Time Limits for Processing Grievances: If the Employer fails in Step 2 to deliver its answer to the grievance within ten (10) calendar days after the grievance meeting, the grievance shall be deemed denied and the Union may automatically proceed to the next step in the grievance process. It is understood that the above time limits may be waived/extended by mutual written agreement. If a union fails to meet any of the timelines above, the grievance shall be considered withdrawn and not subject to any further processing under this Article. 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 9 – Hours of Work - CPG

9.1: For CPG operations:

Section 1: Workweek. The regular work week for full-time employees shall constitute up to forty (40) hours during a work week Sunday to Saturday designated by the Employer. Generally speaking, full-time employees may be scheduled to work four ten-hour days or five eight-hour days depending on business needs. Nothing herein shall be construed as a guarantee of hours per day or per week.

Section 2. Overtime. For hourly Employees, all time worked in excess of forty (40) hours in one (1) work week shall be paid at the rate of time and one-half (1 1/2) of the straight-time hourly rate. There shall be no pyramiding of overtime and/or premiums.

In the event unplanned overtime is required that would extend the workday, it shall be offered first, by seniority, to bargaining unit employees actually performing work in the classifications where overtime is required. If there are an insufficient number of volunteers for the overtime in question, the Employer may mandate that the most junior, qualified bargaining unit employee on-site perform the required work.

If the company requires employees to work pre-planned overtime, it will be classified in one of the following 2 categories.

Voluntary overtime:

The company will post a request for overtime (extended hours during the week or weekends) and bargaining unit employees can sign up to work the posted schedule. If more employees sign up than required, seniority and skillset for the job, will be used to determine which employees will work. In the event that not enough employees sign-up, the company may move to initiating mandatory overtime.

Mandatory overtime:

The company will identify the number and skillset required for mandatory overtime (extended hours during the week or weekends) and will require employees to work in a revolving reverse seniority approach. No individual shall be mandated more than fifty five (55) hours of overtime per month.

9.2 – Reporting Pay: An employee who is scheduled to work and who reports to work on or prior to their scheduled start time, shall be provided with, assigned to, and/or paid for at least a minimum of four (4) hours of work, even if they are ordered to leave work before completing four (4) hours of work. However, this provision shall not apply to shifts canceled with at least ninety (90) minutes advance notice, nor shall this apply in the event the inability to offer four (4) hours of work is due to circumstances outside of the employer's control (, i.e. unforeseeable/emergency closings (such as those due to power outages, equipment breakdowns, power outages, or other force majeure and the like). In such situations, the Employer will provide notice to employees not to report when feasible. Reporting to work pay for hours not actually worked shall be excluded from any overtime calculation. Employee-initiated schedule reductions, disciplinary suspensions, and situations where an

employee volunteers to end work early or cut hours for the day in response to a management request for volunteers are not eligible for reporting to work pay.

Article 10 – Hours of Work - Retail

Section 10.1 - Workweek: The regular workweek for full time employees shall constitute up to forty (40) hours during a five-day workweek Monday through Sunday, as designated by the Employer. If the Employer determines that the business needs warrant a four (4) 10-hour schedule, full-time employees may be allowed to work such schedule consistent with staffing needs.

Work schedules shall be posted at least two weeks in advance and shall be based on employee availability plus business needs. Part-time employees shall be scheduled no less than 4 hours per day, nor more than 5 days per week, unless by mutual agreement. Nothing herein shall be construed as a guarantee of hours or work per week or per day.

Workers will notify the company of their preferred hours and availability. Workers may change their preferred schedule and availability by entering such information in the employer's electronic scheduling system. When possible, the Employer will schedule workers to work their preferred hours and availability by seniority within department and classification, based on business needs. Part timers shall be available for at least 8 hours per week. Full-time employees shall be available for at least 35 hours per week.

Full time employees shall be scheduled for one consistent day off except by mutual agreement. However, this shall not apply to requests for days off Friday, Saturday, or Sunday, and shall not apply if the Employer is unable to properly staff operations as a result of the number of employees requesting the same day off.

No employee shall be scheduled for a split shift except by mutual agreement.

Section 10.2 - Overtime: Overtime shall be paid at a rate of one and one-half (1 ½) times the employee's regular straight time rate for all hours worked in excess of forty (40) in a workweek. There shall be no pyramiding of overtime and/or premiums. In the event overtime is required, it shall be offered first, by seniority, to employees actually performing work in the classifications and at the locations where overtime is required. If not enough employees volunteer for such overtime, it shall be assigned in inverse seniority order, taking into account the necessary qualifications to perform the work.

Section 10.3 – Reporting Pay: An employee who is scheduled to work and who reports to work on or prior to their scheduled start time, shall be provided with, assigned to, and/or paid for at least a minimum of four (4) hours of work, even if they are ordered to leave work before completing four (4) hours of work. However, this provision shall not apply to shifts canceled with at least ninety (90) minutes advance notice, nor shall this apply in the event the inability to offer four (4) hours of work is due to circumstances outside of the employer's control i.e., unforeseeable/emergency closings (such as those due to power outages , equipment breakdowns, other force majeure and the like). In such situations, the Employer will provide notice to employees not to report when feasible. Reporting to work pay for hours not actually worked

shall be excluded from any overtime calculation. Employee-initiated schedule reductions and situations where an employee volunteers to end work early or cut hours for the day in response to a management request for volunteers are not eligible for reporting to work pay.

ARTICLE 11 - SENIORITY/LAYOFF TA 1-26-24

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 60 calendar days. After 60 calendar days of employment (unless extended per Section 11.2), the seniority shall revert to the original date start date.

11.2 Probationary Period: All newly hired employees will be on probation for a sixty (60) 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, this sixty (60) day period may be extended by mutual agreement between the Company and Union for up to an additional thirty (30) days. During this time period, the Company may terminate a probationary employee without just cause, and the grievance/arbitration procedure does not apply. 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,
- No call/No show for 2 consecutive shifts days except for proven medical emergencies which prevent an employee from notifying the Company of their absence.
- Layoff or failure to perform any work for the Employer for 12 months or more,
- Employment with the Employer outside the bargaining unit for 6 months 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 to notice to return to work registered with the U.S. Postal Service

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

11.5 - Layoffs/Reduction in Force/Mergers/Position Elimination: In the event the Employer determines it is necessary to reduce the size of the workforce, eliminates a classification, (or portion thereof) at any of the locations, merges classifications (or portions thereof) amongst any of the locations, or moves a department (or portion thereof), affected employees shall have the following rights:

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. Volunteers will be accepted by seniority within classification, provided the Company determines that it will not adversely affect operations based on the skillset and abilities of the volunteer. If further reductions in force are required, the least senior employee in the affected job classification will be laid off first (subject to the above), provided the remaining employees have the necessary skill/qualifications to perform the available work. In the event the relative skills/qualifications between two employees are equal, seniority shall prevail, unless one of the employees has an active final warning on file, in which case the more senior employee shall be laid off. Employees shall be recalled by inverse order of layoff, provided they have the skillsets necessary to perform available work.

Mergers and Elimination of Job Classification

1. In retail: Affected employees shall (1) have the right to bump the least senior employee in their job classifications and if there are no vacancies in their current job classification; then (2) provided they have the necessary qualifications, may use their total seniority to bump the least senior employee in any job classification within the affected location.
2. In CPG: Affected employees shall (1) have the right to bump the least senior employee in their job classifications and if there are no vacancies in their current job classification; then (2) provided they have the necessary qualifications, may use their total seniority to bump the least senior employee in any job classification/department in the bargaining unit, except for: drivers, lab, maintenance.
3. If the employee is unable to retain employment under option 1 or 2 above they will be able to apply for open positions at other facilities, and maintain their seniority if hired within 120 days of the date of layoff.

The Employer agrees to meet and confer with the Union prior to the effectuation of such merger, elimination, or movement of departments, to discuss the effects of such actions and the implementation of this Article.

If the Employer moves operations to another physical location within the State of Minnesota, Employees at the affected location, will, if practicable, be offered positions at the new location corresponding to their current positions if same are available. Employees accepting such offers will retain seniority and will otherwise be covered by the terms of this Agreement.

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 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 that requires such training until the worker has received all relevant training.

12.3 Equipment: The Employer will furnish, at its expense, all safety and protective equipment required for the protection of workers. If an employee believes additional safety/protective equipment is required, the employee should direct such requests to the General Manager and shall include the requested equipment and the factual basis for the request. If the request is due to an employee's own medical condition, the Employee shall follow the Company's policies and procedures concerning reasonable accommodations. For other requests, the Company will evaluate each on a case-by-case basis, and will furnish such additional safety equipment it deems reasonably necessary.

ARTICLE 13 – SUBCONTRACTING AND OTHER PERFORMANCE OF BARGAINING UNIT WORK

Section 13.1 – Subcontracting: The Employer will not contract out bargaining unit work in order to avoid its obligations under this Agreement. The Employer may enter into management agreements or contract out work that would otherwise be done by bargaining unit employees to the extent required to comply with directives from any governmental authority; to meet product demands; to perform work that is outside the skill-set and/or experience of existing employees (e.g., skilled trades to perform maintenance, training); or for other purposes necessary to enable the Employer to operate.

Section 13.2 – Non-bargaining unit employees performing bargaining unit work

Nothing herein shall prevent supervisors, managers, contractors, vendors or other Company Employees from performing bargaining unit work to provide reasonable support to the operations for a limited duration, including situations involving: spikes in customer demand or schedules; training or instruction; when new methods or processes are being developed, tested or implemented; for the investigation of concerns or problems; when there is an unforeseen insufficiency of staffing from the bargaining unit to support normal operations, or for other occurrences when there is an immediate need for personnel. This section shall not be used to diminish or dilute the bargaining unit and is not intended to disturb any current practices in effect.

ARTICLE 14 - OTHER PROVISIONS

14.1 Employee Discount and Certification Reimbursement: [The Employer agrees that during the duration of this Agreement, the Employee discount will be no less than 40% for GTI brands and 20% of non-GTI brands at GTI dispensaries.](#)

14.2 Uniforms: If required, the Employer will furnish employees with uniforms at no cost to employees. The Company will make a good faith effort to provide uniforms and promotional apparel of the appropriate size.

For Grow and Production Facilities: Employees shall be provided laundry services for any required uniforms.

14.3 Job Postings: The Employer will post site-specific bargaining unit job openings either physically or electronically (i.e. on message boards or screens) at the site at which the openings exist, and generally posts position openings on its internal electronic platforms as well for seven (7) calendar days and will give preference for internal candidates, assuming all relevant qualifications, skills, and abilities are equivalent. 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 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.

14.4 Sales and Promotional Events: The Company will make a good faith effort to provide advance notice to retail employees of any sales or promotional events applicable at their stores.

ARTICLE 15 - MEAL PERIODS AND BREAKS

15.1: Breaks: Employees working 8 or more consecutive hours shall be entitled to an unpaid 30-minute meal period in which the employee shall be totally relieved from work. Retail employees working on the same shift shall not take their 30-minute lunch break at the same time.

CPG Employees: One 15-minute paid break before the lunch period and one 15-minute paid break after the lunch period.

Retail Employees: One 15-minute paid break for every four (4) hours worked.

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 for up to two years. 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 16 – WAGES

SECTION 17.01:

Effective at the start of the first full payroll period 30 days after ratification, the starting, 90-day, and 1-year hourly wage rates for job classifications covered by this Agreement will be as follows:

CPG Job Classification	Starting	90-day	1-year
Production/ Post Harvest/Order Fulfillment/Custodian	\$17.50	\$18.00	\$18.50
Lead			\$3.50/hr over 1-year rate
Lab Tech	\$ 20.00	20.75	21.50
Delivery Driver/Warehouse/Quality Tech	\$18.50	\$19.00	\$19.50
Building Maintenance	\$21.00	\$22.00	\$23.00
Skilled Maintenance	\$33.00	\$34.00	\$35.00

Retail Job Classification	Starting	90-Day	1-Year
PCS	\$17.00	\$17.00	\$17.50
Pharmacist	\$56.00	56.00	58.00

The wages outlined above are minimum rates, and the Company reserves the right to pay in excess of the contractual minimums based on its judgment of market conditions, business needs, and experience and qualifications of the individual being hired.

Effective at the start of the first full payroll period 30 days after ratification, existing employees who are below the applicable wage rate based on their level of experience in their current role will receive an increase to that rate.

Individuals that are above the minimum rates above shall receive increases of 3% effective first payroll period 30 days after ratification.

Subsequent annual increases are as follows:

Yr 2: 3%

Yr 3: 3%

For retail employees only: Effective the first payroll period after recreational sales begin in a location covered by this agreement, the wage scales shall be modified such that there will be .25/hr base hourly wage increase for all employees at that location with less than 1 year of seniority, and a \$.50/hour increase to base hourly wage rates at that location for all employees with 1 year or more of seniority, as reflected in the wage scale below:

Retail Job Classification	Starting	90-Day	1-Year
PCS	\$17.25	\$17.25	\$18.00
Pharmacist	\$56.25	\$56.25	\$58.50

SECTION 17.02: 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 18 – PTO

As of the Effective Date of this Agreement, employees shall receive PTO as follows (seniority measured as of January 1st in the PTO year (defined as January 1 to December 31)).

[put in table format with seniority, accrual rate, max annual accrual, max carryover, max cap]

<i>0 to 1 years</i>	<i>.0385 hours (up to 80 hours per year) (retail only)</i>
0 To 1 years	.058 (up to 120 hours per year) (CPG only)
1-5 years	.058 hours (up to 120 hours per year)
>5 years	.077 hours (up to 160 hours per year)

Employees may carry over up to 80 hours of PTO from one year to the next. Employees with 0-1 years' seniority have a maximum accrual cap of 160 PTO hours, employees with 1 to 5 years' seniority are capped at 200 hours of PTO, and employees with more than 5 years are capped at 240 hours of PTO.

Up to 48 hours of PTO may be used for ESST reasons in a year. If employees do not use all accrued ESST time each year, they are allowed to carry over unused ESST time up to a maximum of 80 hours available for ESST use.

Accrued, unused PTO will be paid out upon separation of employment.

Article 19 – Leaves of Absence

Section 19.01 - Bereavement Leave: Full-time employees who have completed their probationary period are entitled to bereavement leave as set forth in this Article. Leave days are for the purpose of arranging for and attending the funeral of a covered family member and for grieving. Employees will receive bereavement pay as follows: three (3) days paid leave (100% pay, up to 8 hours per day for scheduled workdays) commencing within two (2) weeks of the death, unless otherwise approved by the Employer, in the event of the death of the Employee's spouse, civil union partner, domestic partner, child, stepchild parent, brother, sister, grandparent, grandchild, or parent-in-law.

Part-time employees are eligible for bereavement leave as follows: two (2) days paid leave (100% pay, up to the hours scheduled per day for scheduled workdays, not to exceed 12 hours) commencing within two (2) weeks of the death, unless otherwise approved by the Employer, in the event of the death of the Employee's spouse, civil union partner, domestic partner, child, stepchild parent, brother, sister, grandparent, grandchild, or parent-in-law.

Employees are not eligible for Bereavement Leave for days they are not scheduled to work and/or if otherwise being paid for PTO, sick time, Paid Parental Benefits, disability benefits, or any other type of paid leave.

Section 19.02 – Personal Leave: An unpaid Personal Leave of absence may be granted at the sole discretion of the Employer based on a variety of factors, including the needs of the Company, staffing concerns, and other factors. Personal Leaves of absence are generally limited to no more than 60 days. No employee is entitled to take more than one (1) Personal Leave of absence in a rolling twelve (12) month period measured backward from the first day of Personal Leave. An employee may not take Personal Leave if the employee is eligible for any other type of leave offered by Green Thumb (such as FMLA leave) or if the employee has sick leave, PTO, or other paid leave time available.

Personal Leave is unpaid; however, employees eligible for coverage under the Company's Short-Term or Long-Term disability policies may continue to receive some or all of their pay if the Personal Leave is because of the employee's own disability as set forth in the applicable plan. Employees are not eligible to accrue additional sick leave, PTO or other paid time off during the Personal Leave unless required by applicable law.

During the employee's leave period under this policy, the Company may continue to pay its share of the employee's health and welfare benefits on the same terms as if the employee had continued to work. The Company will deduct the employee's portion of the health and welfare premiums via payroll deduction upon return to work, and the Employee will execute an appropriate authorization for deduction to facilitate same.

A request for Personal Leave must be submitted in writing to Human Resources for review and must be approved by both the employee's manager and Human Resources. A request for a Personal Leave of absence must indicate their intention to return to active employment with the Company at the end of the leave. If the Personal Leave of absence was due to an employee's health condition, the employee must present a fitness for duty certificate before returning to work.

Section 19.3 – Jury Duty: The Employer will pay full-time employees the difference between regular straight time hourly rate and jury pay, for any time missed for jury service up to a maximum of three (3) days of jury service. Any additional time off, or time off taken by employees who are not full-time, will be without pay. Employees must make every effort to report for work if they are released from jury duty before the end of their workday, unless otherwise required by law. Employees who serve 8 hours on jury duty in any one day, are not required to work past those 8 hours for the day. Upon completion of jury service, Employees are generally expected to return to work the next business day. Employees may be required to give their supervisor a copy of the jury service certificate, and shall provide reasonable advance notice of not less than 10 days(TA 1-31-24)

Section 19.4 – Union Leave:

Intermittent Leave: Employees may be allowed time off without pay for the purpose of attending bona fide Union business on an intermittent basis, not to exceed three (3) days. In all instances, the Company shall be notified not less than three (3) weeks in advance of such absence along with the reason(s) for the time off requested. The Union will ensure that the number of Employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the operation of the Employer's business, and the Company reserves the right to deny any requests which would interfere with business operations. In no event will more than one (1) employee from any retail location or two (2) employees from CPG be off on such leave at the same time.

Members appointed to the bargaining committee will be released on unpaid leave for bargaining dates, provided the committee complies with all appropriate advance notice requirements maintained by the Company. Committee appointments will be limited so as not to interfere unreasonably with the operation of the Company's business, and the Company reserves the right to limit the number of employees who may be scheduled off at any one time.

Long Term Leave: The Employer may allow long-term unpaid union leave, not to exceed six (6) months, for one (1) bargaining unit employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Retirement programs as provided by the Agreement during this leave of absence. Provided it grants such leave, the Employer would provide this leave without loss of seniority.

Section 19.5 – Medical Leaves: In case of accident, injury, pregnancy, or sickness which renders the Employee unable to work, the Company will follow all state and federal leave laws, including the Family Medical Leave Act, the Minnesota Human Rights Act, and the Americans with Disabilities Act. Employees' seniority will continue to accrue during any protected leaves of absence, up to a maximum of 12 months. To the extent permitted by state or federal law, the employer will request documentation from the Employee's health care provider regarding the need for a leave of absence. The employee must present a fitness for duty certificate before returning to work for any leave granted beyond leave covered by the Family Medical Leave Act. Any paid leave to which an employee is entitled shall run concurrently with any unpaid leave, and any leaves protected by both state and federal law shall run concurrently. The parties will agree to negotiate in good faith concerning compliance with the Minnesota Paid Family Leave Act prior to the effective date of same. Such negotiations shall not constitute a reopener of any other provisions of this Agreement.

Section 19.6: Military Leave: The Employer agrees to comply with the terms of the Universal Military Training and Service Act (USERRA) and any applicable state laws regulating absences from work for military service, including all provisions providing for the reemployment of persons who take protected leave under such laws.

Article 20 – Health Insurance

All full-time employees who are scheduled to work at least thirty (30) hours per week shall be eligible to enroll in the Company's health and welfare insurance, which currently includes the following component benefits (medical, prescription, vision, dental, short and long term disability). Employees shall be permitted to participate in the health and welfare plans offered by the Employer on the same basis as the Employer offers the plan to other non-supervisory employees in the State of Minnesota. The Employer reserves the right to modify plan design and employee contribution rates on an annual basis, provided that bargaining unit members participating in such plans are treated no differently than non-union GTI employees in Minnesota participating in the same plan. Eligibility for benefits and plan design will be in accordance with the governing plan documents, including, but not limited to any ERISA plan documents, summary plan descriptions, and other documents and instruments governing plan administration.

Article 21 - Retirement

Company will offer a 401(k) plan to bargaining unit employees available to other employees in the State of Minnesota with no match. All full-time employees who are scheduled to work at least thirty (30) hours per week are automatically enrolled to participate in such Plan. If the Company provides a match to other employees in the State of Minnesota, it will notify the union and give them the opportunity to bargain over a match for the employees under this Agreement.

Article 22 - Holidays

RETAIL EMPLOYEES

On the following holidays, full-time employees shall be paid 8 hours straight time. To be eligible for such holiday pay, the employee must have worked their regularly-scheduled shift immediately preceding the holiday as well as immediately after the holiday, unless pre-approved by the Company. If a worker is required to work on these holidays, they will receive time and a half for all hours worked.

New Year's Day

Thanksgiving Day

Christmas Day

For Memorial Day, Independence Day and Labor Day, employees working those days will receive 1.5 times their normal straight time hourly rate for all hours worked.

In an employee's first year of hire, they will be eligible for floating holidays based upon when they are hired; Employees who are hired before June 30th, will receive two floating holidays; Employees hired between July 1 and September 30th shall be entitled to one floating holiday and employees hired between October 1st and December 31st are not entitled to any. After the initial year of hire, each employee is entitled to two floating holidays. Floating holidays cannot be rolled over, used for call-offs or paid out upon separation of employment. Floating holidays may be scheduled only by mutual agreement.

Floating holidays cannot be rolled over, used for call-offs or paid out upon separation of employment

CPG EMPLOYEES

On the following holidays, full-time employees receive 8 hours of pay at their normal, straight time hourly rate:

New Year's

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

All full-time employees receive time and a half their regular hourly straight time rate for all hours worked on the above holidays. When a holiday falls on a weekend, the Company will elect the date of observance.

In an employee's first year of hire, they will be eligible for floating holidays based upon when they are hired; Employees who are hired before June 30th, will receive two floating holidays; Employees hired between July 1 and September 30th shall be entitled to one floating holiday and employees hired between October 1st and December 31st are not entitled to any. After the initial year of hire, each employee is entitled to two floating holidays. Floating holidays cannot be rolled over, used for call-offs or paid out upon separation of employment. Floating holidays may be scheduled only by mutual agreement.

ARTICLE 23- EMERGENCY / PANDEMIC LANGUAGE

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).

ARTICLE 24 SEVERABILITY

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.