

UFCW 1189

Vireo Non-Economic Proposals 2024

Tips

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

2.1 Payroll Deduction

Dues and initiation shall begin the first full pay period after the Employee completes their probationary period (60 days for Full Time, 90 days for Part Time).

5.4 Paid Time Off/Scheduling

To schedule PTO, Employees shall use all reasonable efforts to request approval from their supervisors (or through the Employer's time keeping system) ~~at least 21 days in advance before the deadline to post the schedule~~ by completing and submitting the Employer's PTO request form. Requests will be reviewed based on a number of factors, including business needs and staffing requirements; however, approval shall not be unreasonably withheld. PTO requested ~~for medical issues~~ should be scheduled as far in advance as possible. ~~The Employer may require medical or other documentation in connection with any request for PTO that provides less than the standard 21 days' notice.~~ Nothing in this section prohibits Employees from requesting or being granted PTO ~~with less than 21 days' notice after the schedule is posted.~~

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 Part-time and Full-time employees based on seniority within their classification, provided that the additional hours do not violate the 40-hour, 5-day per week rule above, unless requested by the Employee and agreed upon by the Employer.

The employer shall maintain a ratio of at least 50% full-time employees in retail, with at least one full-time position at each location. If all employees at a location wish to work part-time, this must be voluntary and documented in writing.

For retail, any employee who works 32 hours or more for four or more consecutive weeks shall be considered full-time and afforded full-time benefits.

For grow facilities, all employees shall be considered full-time and shall not count toward the ratio for retail.

16.5 Promotions and Job Vacancy

a) The Employer will post all open full-time bargaining unit positions for four (4) consecutive business days on the Union's bulletin board and in a consistent location online and will promote from within the bargaining unit employees who have worked for the Employer for six (6) months or more unless none of the applicants have the required qualifications to perform the duties required as documented on the job description. Employees will be allowed to apply and will be considered for all openings. When two or more employees are qualified for a position; seniority will be the deciding factor in determining which one is promoted. If a full-time position is awarded to a current employee, then they will receive full credit for years with the Employer when determining the appropriate pay rate. Employees will be disqualified from consideration if they are under an active performance improvement plan (PIP), or the subject of a ~~documented verbal, written, or~~ final written corrective action within the preceding 6 months.

21.1 General Provisions- Safety Rules

Safety rules pertaining to the conduct of Employees shall be conspicuously posted by the Employer. The Employer shall maintain in each work site, a fully equipped first aid kit. The Employer agrees to maintain a safe and healthy workplace and will comply with all applicable safety laws and make reasonable efforts to reduce the possibility of workplace accidents. The Employer agrees to establish a Health and Safety Committee, which shall include Union Employee representation that is split equally 50/50 with Management representation with a minimum of three (3) Committee members on each side.

Employees representing the Union will be appointed by the Union and will represent both retail and grow locations. Notes from the committee meetings will be posted for all employees in electronic form.

21.5 Confidentiality Agreement

~~Employees must sign a non-disclosure and confidentiality agreement as a condition of their employment with Employer.~~

23 No Discrimination

~~23.1 The Employer and the Union will adhere to all Federal, State and local non-discrimination statutes that impact this Agreement.~~

23.1 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; or any other characteristic protected by federal, state or local law or ordinance.

23.3 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.

23.3 Transgender and Non-Binary Employees

If any employee is transgender, non-binary, 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:

- Determine a way to notify co-workers of the worker's status or transition, if the employee so desires the transition be known;
- Designate all single person restrooms as gender neutral or unisex where the Employer has control and authority to make such changes at the facility;
- Create an expectation every employee in workplace to speak or refer to transgender workers by the names they choose and the pronouns they identify by prohibiting intentional misuse of name or pronouns preferred by the employee.

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 and to wear their nametags while on duty.

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.

25.1 Successor

In the event of sale of any ~~store or stores~~ location 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, except that the new owner shall have a thirty (30) day probation period applied to all Employees and may

request, in addition thereto, another thirty (30) days in respect to any individual Employee whom the Employer has reason to doubt their performance.