

COMPANY PACKAGE RESPONSE TO UNION SECOND ECONOMIC PROPOSAL 11-5-24

This is a package proposal, and rejection of any portion of the proposal means the Employer reserves the right to modify package terms

- 1) Term: Employer proposes a 2-year term from ratification
- 2) Employer proposes to amend its Article 1, Section 6 proposal to state that employees must make themselves available a minimum of one shift per week (instead of 8 hours per week). The remainder of the proposal remains the same

- 3) Replace last sentence in Article 5, Section 2, third paragraph with the following

Employees will be offered the opportunity to volunteer to work on recognized holidays by seniority. In the event there are an insufficient number of volunteers, the employer may require the least senior employee to work the overtime in the classification and location where the holiday work is needed. Such process shall continue on a rotating basis for subsequent holidays, and employees who have already been forced or who have volunteered and worked the holidays shall be skipped for purposes of any future forcing. This process shall re-set each calendar year

- 4) Employer holds on its previous proposal regarding Article 16, Section 5.

5) UNION PROPOSAL: Discuss- upcoming parental leave law change

EMPLOYER RESPONSE: The Parties recognize that while the State of Minnesota's Paid Family Medical Leave Act (PFMLA) will take effect on January 1, 2026, how this law will be administered (i.e., by the State or private insurance carrier) and actual costs associated with this law to employers are unknown. Therefore, the Parties agree that upon at least sixty (60) days prior to January 1, 2026, the parties will meet and confer in an effort to create a mutually agreeable Memorandum of Understanding that addresses the impact of PFMLA under this Agreement. This re-opener only pertains to the negotiation over PFMLA related provisions, and no other provisions of the agreement shall be considered open as a result of such negotiations.

6) UNION PROPOSAL:

Article 4- Holidays

4.1

The following days shall be recognized as paid holidays for all non-probationary Employees: New Year's Day (beginning at 6 pm on New Year's Eve), [April 20](#), Memorial Day, [Juneteenth](#), Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

EMPLOYER RESPONSE: Employer accepts the addition of Juneteenth, but rejects the addition of April 20th.

7) UNION PROPOSAL:**4.2**

All full-time Employees, who have completed probation, shall be paid eight (8) hours of holiday pay at their straight time rate of pay for each of the listed holidays.

Part-time Employees, who have completed probation, will receive prorated holiday pay. Holiday pay for part-time Employees shall be based on twenty (20%) percent of the Employee's average hours paid per week in the six (6) preceding weeks.

When required to work on a recognized holiday, Employees shall be paid at their straight-time hourly rate for all hours worked, plus their holiday pay for that holiday. On Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's day, employees shall be paid **1.5 times their hourly rate** for all hours actually worked. ~~Holiday work shall be offered in order of seniority. In the event the Employer must require Employees to work on a holiday, the most junior Employees will be mandated to work.~~

EMPLOYER RESPONSE: Employer rejects this proposal

8) UNION PROPOSAL:**Article 17 – Health And Welfare****Increase employer contribution 4%/year**

EMPLOYER RESPONSE: Employer accepts this proposal, contingent on agreement overall on wages.

9) Wages: UNION PROPOSAL:**EXHIBIT A****WAGES**

~~Notes: Top of Scale is \$25.75 and those that reach top of scale shall receive wage increases of 2% on 1/1/2022, 2% on 1/1/2023 and 2% on 1/1/2024.~~

~~Wages after year 8 are for illustrative purposes for existing employees who will reach those rates under this contract. The wages are not intended to establish rates beyond the contract timeline.~~

~~Notes: The Employer shall maintain one Lead Cultivator role and one Lead Packager role. Newly promoted Leads will begin in Year 1 and will progress up a level on the anniversary of their promotion to Lead and across the scales on January 1 of each year. Top of Scale is \$31.50 and those that reach top of scale shall receive wage increases of 2% on 1/1/2022, 2% on 1/1/2023 and 2% on 1/1/2024.~~

~~Notes: The Employer shall maintain one Lead Patient Care Coordinator role and one Lead Lab/Extraction Tech role. Newly promoted Leads will begin in Year 1 and will progress up a level on the anniversary of their promotion to Lead and across the scales on January 1 of each year. Top of~~

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~~Scale is \$29.50 and those that reach top of scale shall receive wage increases of 2% on 1/1/2022, 2% on 1/1/2023 and 2% on 1/1/2024.~~

~~Top or overscale employees will receive a \$2/hr increase the first payroll period after ratification and \$1/hr 12 months after ratification.~~

~~Production Tech II - \$2/hr over Production Tech I scale (applied to each anniversary increase as well)~~

~~Cultivation Tech II - \$1.50/hr over Cultivation Tech I scale (applied to each anniversary increase as well)~~

EMPLOYER RESPONSE: Employer proposes 1.75% increases annually to current wage rates, but the scale/steps remain fixed at current levels, except as noted below. First year increase to be implemented first payroll period after ratification, and then subsequent increases 12 months after that.

Employer proposes the following wage rate adjustments or new rates

Production Tech I - \$17.25/hr (in addition to general wage increase above)

Production Tech II - \$1.50/hr over Production Tech I scale (applied to each anniversary increase as well)

Cultivation Tech II - \$1/hr over Cultivation Tech I scale (applied to each anniversary increase as well)

Lab/Extraction tech split into: (1) Lab Tech; (2) Manufacturing Tech – kept at same scale as current

Manufacturing Tech Lead to be added to Lead Lab Tech scale at same wage rates/scale intervals

UNION PROPOSAL:

Timing of Anniversary wage increases:

All Employees will move “up” annually on the next scheduled payroll cycle following the anniversary of their most recent date of hire or date of promotion.

Overscale Promotions: Any Employee being paid overscale will, if promoted to a Lead position, receive a \$1.25 premium and continue to receive overscale increases, or will receive the current lead rate, whichever is greater.

Mentor/Preceptor Pay:

When no management or lead is available to train new or newly promoted employees, the employee designated to train will receive \$1.25/hour Mentor/Preceptor pay when performing the assigned duties.

COMPANY RESPONSE: Ok with keeping the above language in the wage appendix, plus the following:

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Proposed additional language:

The Employer reserves the right to institute, modify, or discontinue incentive/bonus programs for bargaining unit members, in addition to the wage rates/increases outlined in the contract.

Proposed additional language:

TIPS: Retail Employees shall be allowed to accept tips if offered by customers. There shall be no tip pooling required by the Employer. However, nothing in this Agreement prohibits management from storing or counting tips to be distributed in the amounts directed by employees. Employees are responsible for all taxes on tip income received. Until the first date of adult use sales, employees shall not solicit tips, nor shall a tip jar be displayed to customers.

COMPANY RESPONSE TO UNION PROPOSAL:

Required Employees:

1. The Employer shall maintain no fewer than ~~three~~ two cultivation leads, one lead packager, one lab/extraction lead, ~~one facilities lead~~, and two production leads. ~~per grow/production location.~~ **The parties will meet and discuss appropriate additional leads 60 days before any new grow/production facility opens.**
2. ~~The Employer shall maintain one retail lead in each retail location.~~
3. The Employer will be allowed one (1) Custodian/Laborer for each Full-time Cultivation Tech (or Lead) and one (1) Customer Service Representative for each Full-time Patient Care Coordinator (or Lead).

ii. The Employer will make every effort to ensure that one Patient Care Coordinator is on duty at all times the Employer is open for business, in the locations that are open, unless unforeseen circumstances prevent this.

An Employee asked to work outside of their regular job for more than 2 hours in one shift, will be paid the higher of the two rates for that entire shift.

~~The pay scales shall increase by \$2 the first payroll period after recreational sales begin.~~

~~Employees in production facilities who are scheduled for shifts on Saturday/Sunday or scheduled after 5 PM will receive a \$1.25/hour shift differential.~~

~~Employees in production facilities who are on call shall be paid two (2) hours at their straight time rate per shift that they are on call.~~

Employer Response: Employer rejects the Union's proposal to eliminate CSR Position, \$2 AU premium, and shift differential/call in pay, and counters Union's other proposals as noted above

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