

FULLY RECOMMENDED TENTATIVE AGREEMENT – UFCW 1189/VIREO HEALTH

DECEMBER 6, 2024

1. Duration – ratification to November 22, 2026
2. Wages (increases/new pay rates for existing roles retroactive to November 22, 2024, if ratified by December 16, 2024. If fully recommended offer is rejected, retroactivity is withdrawn) See attached wage chart

Employees who are overscale will receive a 3% increase each contract year, with year 1 effective per the above, and subsequent increases 12 months after contract effective and anniversary dates

New wage rates as follows for the classifications listed

Production Tech I/CSR/Custodian scale - \$18/hr starting rate (hire-in rate to remain fixed for duration)

Production Tech II \$1.50/hr over Production Tech Scale

Cultivation Tech II to \$1.50/hr over Cultivation Tech Scale

TIPS: Upon ratification and after implementation of a mutually-agreeable process, 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.

ADULT USE LUMP SUM BONUS: The first full payroll period occurring six months after the first retail adult use sales at a location covered by this agreement, a lump sum bonus of \$350 (full time employees) and \$140 (part-time employees) will be payable to all bargaining unit members who are employed: (a) as of the date of ratification and (b) first payroll period six months after first retail adult use sales at a location covered by this agreement.

Required Employees (current contract language, except as follows)

The Employer shall maintain at least two retail lead PCCs.

3. Tentative Agreements on language

Article 1 - RECOGNITION

Section 2: ~~When new Employees are needed, the Employer shall notify the Union by email.~~ The Union shall have the opportunity to refer applicants for open Bargaining Unit positions to be filled. It shall be the sole determination of the Employer as to which applicant(s) shall be offered employment.

Section 6:

Add following language to current language:

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An employee's status will be reviewed twice annually and will be determined based on the average weekly hours worked over each six month window. This review will exclude hours spent on approved leaves, and will not be performed for those hired or promoted during the review window (i.e., for such individuals, the review will occur after the first full 6 month period worked). In addition, the Company will perform such a review no sooner than six months after ratification of this agreement. Employees must make themselves available a minimum of 1 shift per week, and the Employer has no obligation to schedule or employ individuals who limit their availability to less than 1 shift per week, as measured over a three-month period.

Article 2 – PAYROLL DEDUCTION

Section 1: The Employer, upon written authorization/instruction from an Employee, shall deduct equally from each Employee paycheck beginning with the second (2nd) full calendar month of employment, the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership, and promptly remit the same to the Union on a monthly basis. If properly payable dues are not deducted by error, they should be deducted the following [pay period](#). The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization received from Employees [or the Union](#).

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), Memorial Day, [Juneteenth](#), Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. [The Company shall determine the actual date of observance of these holidays annually, and shall provide notice to employees of same each January 1st.](#)

Article 4.2

Replace “In the event the Employer must require Employees to work on a holiday, the most junior Employees will be mandated to work”

with

“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.”

Section 3: HOLIDAY WEEK: To be eligible for holiday pay, Employee must work their scheduled day before and after the holiday unless the Employee's absence [is due to a legally-protected reason or pre-approved by the Employer](#).

Article 5 – PAID TIME OFF

Section 1: Employees shall accrue paid time off (“PTO”) to use for vacation, personal business,

appointments, personal or family issues, illness (including any reason protected by law, such as reasons covered by the Minnesota Earned Sick and Safe Time (“ESST”) law) or leisure. Accrual shall begin on the first payroll period following active employment but the paid time off may not be used by the Employee during their probationary period, unless the reason for the use is covered by Minnesota’s Earned Sick and Safe Time law.

Section 3: PTO may only be used after it is accrued and may only be taken in whole hour increments, unless it is for reasons covered by Minnesota’s ESST law, in which case it may be used in .25 increments.

Section 7: Add following language to end of current section: “Employees may not “cash out” PTO during the year if it would result in excess of 40 hours of pay for the week. Employees may not “cash out” unused PTO at the end of the PTO year.”

Section 8: Employees shall not be paid for accrued unused PTO upon termination of employment except that, where an Employee provides two-weeks’ notice of his/her resignation and works the final two weeks of employment (or is relieved of working those final two weeks at the request of the Employer-Le., Employer accepts Employee’s resignation effective immediately or earlier than the end of the two-week notice period), the Employee shall be paid 25% of his/her accrued but unused PTO if he/she is still in his/her first year, and 50% of his/her accrued PTO thereafter. Employees may not use PTO after providing two weeks’ notice unless the reason is otherwise protected by law (i.e for Minnesota ESST reasons)

Article 6 – JURY DUTY

Section 1: An Employee shall immediately notify the Employer upon receiving a call for jury duty. When a full-time Employee is required to serve on a petit jury, the Employer agrees to pay the difference between the Employee’s regular straight time daily rate and the amount received by the Employee for jury service, provided the Employee has completed six (6) months’ service with the Employer, is required to report by the jury commissioner and does serve on any jury. Such an Employee must report for work whenever their presence is not required on jury duty. Hours spent on jury duty will be counted as time worked for the purposes of this Agreement.

ARTICLE 7 – BEREAVEMENT

(Change reference to “funeral leave” to “bereavement”)

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.

~~Section 5: Any Employee may request an investigation of his/her discharge or suspension, and the Union shall have the right to protest the discharge or suspension. Any such protest shall be~~

presented to the Employer in writing by the Employee or the Union within ~~fourteen (14)~~ ~~seven ten (7)~~ (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

STEP 3: If the grievance is not resolved at Step 1 or 2 above, and the Union or Employer desire to pursue the matter further, the Union shall request a meeting with the **Director of Human Resources**, or their designated representative within ten (10) calendar days of the Employer's final answer in Step 2. 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 ten (10) calendar days of this meeting. In the event the Employer does not respond within ten (10) calendar days, the Union may proceed to Step 4, Arbitration.

Article 14 – HOURS OF WORK

Section 3: MEAL PERIOD AND BREAKS: Each Employee who is scheduled to work six (6) or more hours 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. **In retail, employees shall not be allowed to combine meal and rest periods without manager approval, and shall not take their meal or rest period within 1 hour of closing.** Any employee scheduled for seven (7) or more hours shall receive two (2) fifteen-minute paid rest periods. Any employee scheduled for less than seven (7) hours shall receive one (1) fifteen-minute paid rest period. **Any employee scheduled to work ten (10) or more hours shall receive a third fifteen-minute paid rest period.**

Article 16 - SENIORITY

Article 16, Section 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 equally 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 subject to a Level 2 corrective action or above within the preceding 6 months.

b) When a part-time position becomes available, it will be considered a promotion if the pay scale is higher than the scale of an employee's current position. Part-time position openings will be posted and filled with the same process as in Article 16, Section S(a).

c) Postings must specify whether a position is full-time or part-time. The Employer may simultaneously recruit both internally and externally for qualified applicants. If no employee applies within four (4) business days, or no internal applicant is qualified for the position, or an

external candidate has specific qualifications beyond what bargaining unit applicants have, the employer may hire a qualified candidate externally.

Section 6: The Employer will forward the seniority list to the Union semi-annually or upon reasonable request from the Union.

Article 17 – HEALTH AND WELFARE

October 1, 2024 – Weekly employer contributions \$224.58 (Full-time) and \$84.63 (Part-time)

Weekly employee contributions \$15.25 (full-time) and \$6.25 (part-time)

Increase employer contribution 3.5% from current rates, effective October 1, 2025 and 3.5% again October 1, 2026 from 2025 rates.

Article 19 – LEAVE OF ABSENCE

Section 2: MEDICAL: In case of accident, injury, pregnancy or sickness which renders the Employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to work up to a period of one year. Extensions of this time limit shall be granted upon certification that the Employee is still unable to return to work, up to a period of twelve (12) months, unless otherwise required by law ~~three (3) years~~. The Employee must be able to pass a physical examination upon return to work two (2) weeks in advance. The Employee may return earlier if a mutual agreement is reached and hours are available. Employees may use earned PTO to care for sick children, parents and spouses. Nothing in this provision requires the Employer to create a job or opening for an Employee returning from leave after one year from the first date of a leave. Instead, if an Employee is able to return after the first year, he/she shall be given preference for openings for which he/she has the skill, experience qualifications and ability.

Section 3: FMLA/FAMILY: The Employer will grant family and medical leaves of absence where required by the FMLA and State leave laws. Employees may use earned PTO for the care of sick children, parents, or spouses, in addition to personal medical reasons.

Section 4: PARENTAL: Non-probationary Full-Time Employees shall be eligible for up to four (4) weeks' paid parental leave of absence in the event that they have given birth, that their spouse has given birth or for the adoption of a child, for the purpose of bonding with their new child. Part-time employees are eligible for a pro-rated amount of the four (4) week period based on the percentage of hours they work relative to a 40-hour week.

Add new Section 5:

PFMLA: 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.

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ARTICLE 20 – INJURY ON THE JOB

Section 2: When an Employee is injured on the job, reports for medical care, and is certified unable to return to work, the Employee shall be paid the basic straight-time rate of pay for hours not worked on the day of the injury, unless the injury is caused by the employee's own negligence or misconduct.

ARTICLE 23- NO DISCRIMINATION

Section 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 will cooperate with the Employer's efforts under this Section.

Section 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 cooperate with the Employee's request to make such transition known, if the Employee so desires.

The Employer will make all reasonable efforts to use correct names and pronouns. All public facing mediums, including things like schedules, nametags, lockers, or other publicly posted communications will display the covered employee's preferred names and pronouns.

The Employer will work with employees covered under this section to ensure that they have access to an appropriate restroom.

Employees have a duty to inform Human Resources of such changes. Employees have a duty to inform the employer of such preferences and to wear their nametags while on duty.

ARTICLE 24 - EDUCATION TUITION REIMBURSEMENT

The Employer shall reimburse a full-time non-probationary Employee enrolled in an accredited college or university for 50% of the full cost of tuition (not to exceed \$1,000 in any calendar year), on a class-by-class basis. The Employee must attain a 3.0 grade (or a passing grade, if class is pass/fail format) in the course to be eligible for reimbursement, and must submit documentation substantiating the need for such reimbursement within 60 days of the completion of such coursework or remission of tuition payment, whichever is later.