

**Vireo Health of Minnesota, LLC  
-and-  
United Food & Commercial Workers Local 1189**

**VHMN Employer Last, Best, Final Offer  
Presented June 18, 2021**

**AGREEMENT**

This Agreement entered into by and between Vireo Health of Minnesota, LLC, ~~aka Minnesota Medical Solutions, LLC~~ hereinafter referred to as the "Employer" and United Food & Commercial Workers Union Local 1189 hereinafter referred to as the "Union", has an effective date of (date of ratification) \_\_\_\_\_, 2021 (the "Effective Date"). The Employer and Union agree to ~~the~~ be bound by the following terms and provisions covering wages and working conditions.

**ARTICLE 1 – RECOGNITION**

Section 1: The Employer hereby recognizes the Union as the sole collective bargaining ~~representative agency~~ for the appropriate unit consisting of all full-time and regular part-time employees working at the Employer's present and future cannabis ~~oil~~ production and dispensary place(s) of business in the state of Minnesota (hereinafter the "Unit" or "bargaining Unit" and those employees part of the Unit hereinafter "Employees"). In the event that the Employer opens other facilities in Minnesota or North Dakota and that are within the jurisdiction of ~~the~~ UFCW Local 1189, employees of those facilities shall be covered by this Agreement. The parties will bargain over the wages of any Employee classification not covered by this Agreement. Excluded from the Unit, the definition of Employee and the application of this Agreement are all of the following classes of employees and contractors of the Employer: pharmacists, security personnel (not including security receptionists, who are included in the Unit), administrative and clerical workers and similar confidential employees (including existing office employees (such as human resources and accounting employees)) and managers and supervisors as defined by the National Labor Relations Act (including but not limited to the Research Director and Lab Manager). For the sake of clarity, employees performing clerical work at the Employer's Otsego location (such as non-manager and non-supervisor lab workers), shall be deemed Employees for which this Agreement shall apply.

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 3: The Employer will notify the Union by email of all new Employees hired within fourteen (14) days of their employment.

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Section 4: Unless otherwise specifically provided in this Agreement, all work covered under this Agreement shall be performed by Bargaining Unit Employees. The Union and the Employer may mutually agree to Bargaining Unit work performed by other employees.

Section 5: UNION SHOP. It shall be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. "In good standing" for the purposes of this Agreement between ~~this~~ the 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 ~~applies apply~~ uniformly to all Employees covered by this Agreement.

Section 6: As used in this Agreement, "full time Employees" are those regularly scheduled to work 32 hours or more per week, and "part-time Employees" are those regularly scheduled to work less than 32 hours per week.

**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~~ the second (2<sup>nd</sup>) full calendar month of employment, the periodic dues and 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 week. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization received from Employees.

Section 2: If any Employee quits, is discharged or laid off, required deductions in accordance with Section 1 of this Article 2 shall be made from the last payment of wages and cease thereafter.

Section 3: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result by reason of action taken or not taken by the Employer in reliance upon documentation and instruction, including authorization cards, furnished to the Employer by the Union or an Employee and also for the purpose of complying with any of the provisions of this Agreement.

Section 4: An authorization for wage deductions signed by an Employee and provided to the Employer in conformance with this Article shall be irrevocable for a term of one (1) year, and shall be automatically renewed each successive year during the Term unless an Employee desiring to terminate the authorization gives written notice of such desire to the Employer and the Union at least thirty (30) days and not more than ninety (90) days before the automatic renewal date. The Union shall ensure that Employees who revoke their deduction instruction(s)

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terminate authorization for deduction will be responsible to pay the Union directly any amounts owed the Union.

Section 5: The Union shall provide the Employer with membership application forms that the Employer will provide to new Employees.

**ARTICLE 3 – MANAGEMENT RIGHTS TA**

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~~ have 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 4 – HOLIDAYS**

Section 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, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Section 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.

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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 actually worked, plus their holiday pay for that holiday. 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.

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 from both days is due to a medical reason and the Employee has provided medical documentation supporting the absence, or the absence has been 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 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.

Section 2: Employees shall accrue PTO as follows:

Length of Employment	PTO Hours Accrued Per Pay Period*	Maximum Accrual Per Anniversary Year	Maximum PTO Accrual
Less than 1 year	3.54	92	100
Between 1-3 years	5.00	130	164
Between 3-6 years	6.54	170	216
Between 6-12 years	7.31	190	260
Between 12-20 years	8.08	210	304
More than 20 years	9.62	250	332

\*Pay Period as used here is an ordinary two-week / 80 hour period. Part-time employees shall accrue on a pro-rata basis.

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Section 3: PTO may only be used after it is accrued and may only be taken in whole hour increments.

Section 4: 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 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.

Section 5: Employees are not eligible to accrue PTO while on any unpaid leave of absence.

Section 6: PTO is paid at the Employee's base hourly pay rate that was applicable immediately prior to the absence.

Section 7: Unused PTO may be carried forward into the following anniversary year, provided the maximum number of hours Employees can carry in their PTO account at any time will be no more than their Maximum PTO Accrual. When the Maximum PTO Accrual is reached, no additional hours will accrue until the Employee has used some portion of his or her accrued PTO, thereby reducing the amount of accrued PTO below the permitted maximum.

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-i.e., 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.

**ARTICLE 6 – JURY DUTY**

Section 1: An Employee shall immediately notify their 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.

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Section 2: Upon competition of services on the jury, the Employee must immediately notify the Employer for further scheduling. Proof of call to jury duty must be submitted to the Employer promptly upon receipt. Proof of daily jury service is required for payment of this benefit.

**ARTICLE 7 – FUNERAL LEAVE**

Section 1: An Employee is eligible for paid funeral leave upon completion of the Employee's probation.

Section 2: Leave days are for the purpose of arranging for and attending the funeral of a covered family member. Employees will receive funeral pay as follows: four (4) days' paid leave in the event of the death of the Employee's parent, spouse, child, step-child or significant other; three (3) days paid leave in the event of the death of the Employee's grandchild, grandparent, current mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law.

**ARTICLE 8 – DISCHARGE OR SUSPENSION TA**

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 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; intentional 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

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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 that requires medical attention of which the employee is aware; sleeping on the job; physical aggression, assault, or battery 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 by the employee or the Union 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 OPEN**

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.

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:

**Section 1 -GRIEVANCE STEPS**

STEP 1: When a grievance arises, 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 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 other available supervisor, whether onsite or remote, or skip the Step 1 meeting, and proceed to Step 2 below. proceed directly to Step 2 below. 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.

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STEP 2: If no solution is reached, the grievance will be reduced to writing. The written grievance shall be sent to the Director of Human Resources and hr@vireohealth.com. The Employer must receive the written grievance within fourteen (14) calendar days of knowledge of the alleged violation, whether or not a Step 1 meeting has taken place, or the grievance will be considered untimely. A formal Employer response to any written grievance shall be in writing and sent to the Union within ten (10) calendar days of the Employer's receipt of said written grievance. In the event the Employer does not respond within ten (10) calendar days, the Union may proceed to Step 3 of the process.

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 Chief Administrative Officer, 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.

#### Section 2 – MEDIATION

Any suspension or discharge dispute under Article 8 or interpretation dispute under this Article that cannot be resolved under the provisions of Section 1 of this Article 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. Either party may elect to bypass mediation and refer the matter directly to arbitration.

#### Section 3 - ARBITRATION

In the event the grievance is not resolved in Step 1, 2, or 3 above, the Union or the Employer may submit the grievance to arbitration for formal resolution under the rules of the Federal Mediation & Conciliation Service. A representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral third (3rd) party to hear and decide the Grievance. If within seven (7) calendar days of notification, the parties cannot agree on a neutral party, either party may petition the FMCS for a list of seven (7) neutral arbitrators. The parties shall alternately strike from this list until one (1) name remains; that person shall be the one (1) to hear and decide the grievance. The matter must be submitted for arbitration within thirty (30) calendar days of receipt of the Employer's formal response in Step 3 or thirty (30) days after the expiration of the time for the Employer to submit a response.

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.



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

**Section 4 - TIME LIMITS**

The time limits set forth above for filing and processing grievances shall be absolutely mandatory and failure to comply will mean the grievance is voidable and no consideration will be given to it. The time limits may be extended by mutual agreement.

**ARTICLE 10 – SUBCONTRACTING**

Section 1: SUBCONTRACTING: The Employer will not contract out Bargaining Unit work except when the Employer lacks special equipment or tools for performing the work or, when Employees lack skills or willingness to perform such work[, or, as specified in the State contract. In no case shall the Employer contract out work to avoid its obligations under this Agreement or for the purposes of reducing the scope of the work covered by this Agreement. The Employer may also contract out work that would otherwise be provided by Bargaining Unit Employees to the extent required to comply with directions from a governmental authority or pursuant to Minnesota law.

Section 2: The Employer is not in violation of this Agreement if nonunion, management level Employees of the Company perform the same or similar duties as union Employees, in limited circumstances, when the welfare of the Company dictates such action be taken.

**ARTICLE 11 – UNION REPRESENTATION / SHOP STEWARD**

Section 1: JOB SITE VISIT: A Union Representative employed by the Union shall be allowed to visit the worksite for the sole purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably, including providing reasonable advance notice to the Employer. The Union Representative shall follow State rules and procedures related to non-employee visits to the facility. The Employer reserves the right to accompany the Union Representative in sensitive areas. The Employer agrees to provide space for Employees to meet privately with their Union Representative if requested.

Section 2: The Union Representative may attend Employer meetings that represent discussion of continuing problems that the Employer needs to address with the Employees and for which the Employees have asked their Union Representative to be present. The Union Representative will act as an observer only.

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Section 3: BULLETIN BOARD: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.

Section 4: TIME-OFF FOR UNION BUSINESS: Employees shall be allowed time off without pay for the purpose of attending bona fide Union business. In all instances, the Employer shall be notified not less than two (2) weeks in advance of such absence along with the reason(s) for the time off requested and the Union will ensure that the number of Employees requesting such absences shall be so limited by the Union that it will not interfere with the operation of the Employer's business.

Section 5: SHOP STEWARD: The Union shall be allowed to designate a reasonable number of shop stewards for the purpose of monitoring compliance with this Agreement and other legitimate Union business. Stewards shall be allowed to conduct incidental Union business on company time.

Section 6: JOINT LABOR/MANAGEMENT COMMITTEES: The Employer and Union agree to establish a Joint Labor / Management Committee ("JLM") consisting of Bargaining Unit Employees, Management and the Union. The JLM shall include up to three (3) Employees .

The JLM will meet periodically to discuss information about the contract, data on the industry and community certifications and standards. The Union and the Employer understand the value of the JLM.

The JLM shall follow the language outlined in Section 4 of this Article in regard to time off for Union business.

Section 7: APPRENTICE PROGRAM: In the event the Union develops and implements a Cannabis Industry Apprenticeship Program, both parties agree to participate in the program and negotiate over the 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 12 – NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Union shall not in any way, directly or indirectly, call, support or authorize any strike (including but not limited to sympathy strikes, unfair labor practice strikes and economic strikes), slowdowns, walkouts, sit-ins, boycotts, cessation or stoppage of work. The Employer shall not lockout Employees for any reason during the term of this Agreement.

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**ARTICLE 13 – LEGISLATIVE CHANGES**

Should any of the provisions in this Agreement be rendered or declared invalid by reason on any existing or subsequently enacted legislation, such invalidation of a portion of this Agreement shall not invalidate the remaining portions and they shall remain in effect.

**ARTICLE 14 – HOURS OF WORK TA**

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.](#)

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 [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 or major fraction thereof. 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.](#)

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 15 – RETIREMENT / DEFINED CONTRIBUTION PLAN**

Section 1: The Employer agrees to contribute to the Union’s established defined contribution plan at the following rate for every hour worked by a non-probationary Employee up to forty (40) hours in a given work week, based on years of service with the Employer:

<b>FIRST YEAR</b>	<b>SECOND YEAR</b>	<b>THIRD YEAR/THEREAFTER</b>
\$1.00 / Hr.	\$1.25 / HR	\$1.50 / HR

**ARTICLE 16 – SENIORITY [OPEN](#)**

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 [based on their most recent date of hire.](#)

Section 2: LAY OFF: In the reduction of forces, the last Employee hired (based on most recent date of hire) 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 . 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 (based on most recent date of hire) 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.

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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;
- c. Layoffs of twelve (12) consecutive months or longer, 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 of 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 resignation.

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 voluntarily 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 work location.

Section 8: If an inactive Employee returns from any type of leave or layoff of which the duration is less than twelve (12) months, they shall return to active status at the seniority level as of the date the leave/layoff commenced. Further, the Employee shall return at the pay rate and paid

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time off accrual they were at as of the date the layoff commenced, unless there is a contractual increase during the layoff, in which case the Employee would be entitled to receive the contractual increase. Time spent on layoff shall not count as accrual of paid time off as proscribed in Article 5 above.

**ARTICLE 17 – HEALTH AND WELFARE TA**

Section 1: CONTRIBUTIONS: The Employer agrees to make contributions to the United Food and Commercial Workers Union Local 1189 and St. Paul Food Employers Health Care Plan on behalf of eligible Employees as follows:

**Full-Time Employees**

Effective Date	Employer	Employee	Total Cost
June 1, 2021	\$192.38	\$15.25	\$207.63
June 1, 2022	\$200.66	\$15.25	\$215.94
June 1, 2023	\$209.33	\$15.25	\$224.58

**Part-Time Employees**

Effective Date	Employer	Employee	Total Cost
June 1, 2021	\$71.98	\$6.25	\$78.23
June 1, 2022	\$75.11	\$6.25	\$81.36
June 1, 2023	\$78.38	\$6.25	\$84.63

Any contributions required above the maximum contributions made by Employer shall be made by Employee.

Section 2: Such Trust Fund is jointly administered, is a part of this Agreement, and is in lieu of all Employer-established programs including life insurance, sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

~~Effective January 1, 2017: Full time \$177.88/week Part time \$65.98/week~~

~~Effective April 2, 2017 and thereafter, Employer shall pay up to but not in excess of:  
Full time \$186.88/week Part time \$69.48/week~~

The total contributions ~~Effective April 1, 2018~~ shall be: Full time \$191.88/week and Part time \$71.48/week. ~~Employee shall be required to pay the difference between Employer's maximum~~

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~~contribution (i.e., \$186.88/week Employer contribution and \$5.00/week Employee contribution and \$69.48/week Employer contribution and \$2.00/week Employee contribution) and this contribution rate effective April 1, 2018.~~

**ARTICLE 18 – UNIFORMS**

If required, the Employer shall furnish Employees with uniforms at no cost to Employees.

**ARTICLE 19 – LEAVES OF ABSENCE**

Section 1: PERSONAL: Personal Leaves of absence without pay may be granted upon written request by the Employee for a period not longer than thirty (30) cumulative days in any one (1) calendar year with mutual agreement by the Employer. Such leave requests will be for bona fide reasons. All personal leaves must be granted in writing. Personal leaves may be extended for up to fifteen (15) additional days upon extenuating circumstances and with mutual agreement.

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 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 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.

**ARTICLE 20 – INJURY ON THE JOB**

Section 1: The Employer will establish and publish a written policy setting out its guidelines for Employee safety and store security. These guidelines shall make clear that no Employee is

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required to take any action in response to theft or security incidents which may endanger the safety of the Employee.

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.

**ARTICLE 21 – GENERAL PROVISIONS TA**

Section 1: Safety rules pertaining to the conduct of Employees shall be conspicuously posted by the Employer. The Employer shall maintain in each place of business, a fully equipped first aid kit.

Section 2: MILITARY SERVICE: The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the reemployment of persons entering military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

Section 3: PROBATIONARY BONUS: Upon completion of the probationary period, the Employer agrees to provide a \$200 bonus to the Employee.

Section 4: PAID CIVIC DUTY: Employees will be offered up to three (3) hours paid annually for the purpose of voting.

Section 5: CONFIDENTIALITY AGREEMENT: Employees must sign a non-disclosure and confidentiality agreement as a condition of their employment with Employer.

Section 6: MILEAGE AND TRAVEL TIME: Employees required to ~~work temporarily temporarily cover a shift, or part of a shift~~ at a location ~~more than forty (40) miles from their regular work location~~ outside the Minneapolis-St. Paul metro area, shall be reimbursed at the current IRS published rate ~~a rate of \$.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.

An Employee who has started work on a given day and is required to temporarily cover a shift or part of a shift that day at a location outside the Minneapolis-St. Paul metro area, shall be paid at their regular hourly rate for travel time, and shall be reimbursed at the current IRS published rate per mile for travel. If an Employee is required, in advance (meaning prior to the end of their shift the day before), to cover a shift or part of a shift at a location outside the Minneapolis-St. Paul metro area, the Employee will be reimbursed for mileage as set forth above but shall not be paid for travel time. For purposes of this section, Otsego shall be considered within the Minneapolis-St. Paul metro area.



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“Required” travel is travel that is agreed upon by the Employee. No Employee will be required to travel to another location unless they have previously been asked and have agreed to such assignments. However, if no employee volunteers to cover a shift or part of a shift, the Employer reserves the right to assign the work to an employee of its choice.

Section 7: ADA POLICY: The Employer will post all policies and procedures for requesting accommodations under the ADA.

**ARTICLE 22 – PAY PERIOD AND WAGE STATEMENT**

Section 1: All Employees shall be paid on at least a biweekly basis. Paychecks shall include an itemized statement of hours worked and wages paid, including overtime pay, premiums and vacation.

**ARTICLE 23 – NO DISCRIMINATION**

Section 1: The Employer and the Union will adhere to all Federal, State and local non-discrimination statutes that impact this Agreement.

**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 in the course to be eligible for reimbursement.

**ARTICLE 25 – SUCCESSOR**

SECTION 1: In the event of sale of any store or stores 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.

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**ARTICLE 26 – DURATION OF AGREEMENT**

Section 1: Except as otherwise indicated herein, this Agreement shall be effective on the Effective Date and shall remain in full force and effect until \_\_\_\_\_, 2024. ~~December 31, 2019~~. Any party seeking to bargain a successor agreement must provide written notice not later than ninety (90) days prior to expiration.

AGREED TO:

\_\_\_\_\_  
Amber Shimpa, Chief Administrative Officer  
Vireo Health of Minnesota, LLC

\_\_\_\_\_  
Jennifer Christensen, President  
United Food & Commercial Workers  
Local 1189

Dated: June \_\_\_\_, 2021

Dated: June \_\_\_\_, 2021

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**EXHIBIT A  
WAGES**

Current Employees (employed as of the date of ratification of this Agreement) will receive an increase of 4.00% upon ratification of the Agreement, an additional increase of 2.00% on *(INSERT DATE – 1 year following effective date of CBA)*, an additional increase of 2.0% 90 days following the first allowable sale date of flower in the Minnesota medical cannabis program (which is estimated to occur in 2022), and an additional increase of 2.00% on *(INSERT DATE – 2 years following effective date of CBA)*. The exact rates are set forth immediately below:

<b>Classification</b>	<b>Current Rate</b>	<b>Ratification Rate (4.00%)</b>	<b>1 Year (2.00%)</b>	<b>2022 Flower Increase (2.0%)</b>	<b>2 Year (2.00%)</b>
Lead Cultivator Lead Packager	\$31.50	\$32.76	\$33.42	\$34.08	\$34.77
Lead Patient Care Coordinator	\$27.50	\$28.60	\$29.17	\$29.76	\$30.35
Cultivator	\$17.80	\$18.51	\$18.88	\$19.26	\$19.65
Patient Care Coordinator	\$18.80	\$19.55	\$19.94	\$20.34	\$20.75
Lab/Extraction Technician	\$19.80	\$20.59	\$21.00	\$21.42	\$21.85
	\$20.80	\$21.63	\$22.06	\$22.51	\$22.96
	\$21.80	\$22.67	\$23.13	\$23.59	\$24.06
	\$23.50	\$24.44	\$24.93	\$25.43	\$25.94
	\$24.15	\$25.12	\$25.62	\$26.13	\$26.65
	\$25.75	\$26.78	\$27.32	\$27.86	\$28.42
Custodian/Laborer Customer Service Representative Production Technician	\$17.05	\$17.73	\$18.09	\$18.45	\$18.82

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For newly created positions and new hires (employees hired after the date of ratification of this Agreement), VHMN will also offer increases totaling 4.00% in 2022 and 2.00% in 2023. VHMN proposes the following wages rates for new hires:

Classification	Current Rate	Ratification Rate (NEW)	1 Year (2.00%)	2022 Flower Increase (2.00%)	2 Year (2.00%)
Lead Lab/Extraction Technician	NEW	\$27.50	\$28.05	\$28.61	\$29.18
Cultivator Patient Care Coordinator Lab/Extraction Technician	NEW	\$17.80	\$18.16	\$18.52	\$18.89
Custodian/Laborer Customer Service Representative Production Technician	NEW	\$15.50	\$15.81	\$16.13	\$16.45
Facilities Technician	NEW	\$21.00	\$21.42	\$21.85	\$22.29

Mentor/Preceptor Pay: (non-lead employees) 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.

~~Promotions: Employees promoted from Class C positions to Class B positions will be moved the next higher rate on the appropriate scale and will progress through the scales based on the date of their promotion and across the scales on 6/1 of each year, if the Employee has 6 months or more at their wage step.~~

Required Employees: i. The Employer will be allowed one (1) Custodian/Laborer for each Full-time Cultivation Tech (or Lead) and one (1) Customer Service Representative ~~security/Receptionist~~ for each Full-time Patient Care Coordinator ~~Pharmacy Tech/Patient Care Consultant~~ (or Lead).

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

iii. The Employer will create and maintain one (1) Primary Lead Patient Care Coordinator ~~Pharmacy Tech/Patient Care Consultants, one (1) Lead Lab Extraction Tech, one (1) Lead~~

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Cultivator and one (1) Lead Packager. The Parties acknowledge that currently the Lead Cultivator role is shared by two (2) individuals who split the lead pay differential 50/50.