

Agreement by and between UFCW 3000 and Lux Belltown

Effective: 10/28/2022 - 12/31/2025

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

“I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law.”

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee’s request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management’s questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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ARTICLE 1 – RECOGNITION

Section 1: Representation: The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all full-time and regular part-time Budtenders working at the Employer's store (Lux Belltown).

Section 2: Notice: The Employer will notify the Union of all new bargaining unit employees hired within ninety (90) plus one (90 + 1) day of their employment.

Section 3: Bargaining Unit: All work covered under this Agreement may be performed both by bargaining unit employees and non-bargaining unit employees of the Employer. Non-bargaining unit employees are expressly permitted to perform bargaining unit work provided bargaining unit employees do not suffer a reduction of scheduled hours due to this provision.

Section 4: Union Security: Any employee retained by the Employer for more than the probationary period of six (6) months must become and remain a member in good standing of the Union as a condition of employment. A member in good standing shall be defined to mean the payment of an initiation fee and periodic dues. Employees will not have to pay dues or any other Union fees prior to completion of their probationary period. Employees hired prior to the ratification of this CBA can choose whether to join the Union.

Section 5: Indemnification: The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, losses, damages, costs, liability, or expenses, including, but not limited to, reasonable attorney's fees and expenses, arising from or growing out of the application of this Agreement that it incurs, if at the request of the Union, the Employer wrongfully terminates an employee pursuant to the Union Security Provisions of this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1: The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer. These rights include, but are not limited to, the rights to:

1. Plan, direct and control all operations and services of the company, including its mission, budget, strategic direction, service levels, staffing levels and resource requirements;
2. Determine the methods, means, and organization by which the company operations and services shall be undertaken and accomplished;

3. Close the store at any time for safety or compliance issues including without limitation, weather events, crime, staffing shortages, power outages, vital technology systems failure (i.e., internet or cameras not operating);
4. Discipline or discharge probationary employees as it deems appropriate, and discipline or discharge employees who have completed probation for just cause;
5. Assign work, schedule the hours of work, alter work schedules and authorize overtime;
6. Establish the duties and responsibilities of positions and employees;
7. Establish and implement policies and procedures for evaluating the performance of employees;
8. Determine the kind and location of facilities and the location at which work will be performed;
9. Plan and implement any reductions in force, including the determination of the reason for any reduction in force and the identification of the specific position(s) or job classifications affected by a reduction in force;
10. Recruit, hire and promote employees based on standards established by the company; and
11. Determine the need for additional training and assign employees to complete any such training.

The above management rights shall not be exercised in a manner that conflicts with this Agreement.

Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of the decisions that affect hours, wages and working conditions. The Employer must provide notice of any work rule or policy changes as soon as practicable.

ARTICLE 3 – UNION REPRESENTATION

Section 1: Job Site Visit: A Union Representative employed by the Union shall, with advance notification to the Employer and permission from the store manager which shall not be unreasonably withheld, be allowed to visit the worksite for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and compliantly and in such a manner as to not interfere with business operations. The Union Representative shall follow reasonable rules and procedures related to non-employee visits to the facility. The Employer may accompany the Representative in sensitive areas. Any meetings between a Union Representative and employees must occur off the sales floor and while the employee is on break.

Section 2: Bulletin Boards: The Employer shall provide space for a bulletin board conveniently located for the posting of notices of official business of the Union.

Section 3: Time-Off for Union Business: Employees shall, with the consent of the Employer, be allowed time off without pay for the purpose of attending Agreement negotiations, mediation or arbitration board hearings, or for other bona fide Union business. Such consent shall not be unreasonably withheld. The Union will give the Employer reasonable notice in advance of such absences and 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. When practicable, the Union will give two (2) weeks' notice to the Employer where the requested leave will exceed one day/shift.

Section 4: Shop Steward: The Union shall be allowed to designate a shop steward for the purpose of monitoring compliance with this Agreement and other legitimate Union business. The steward shall be allowed to conduct incidental Union business on company time provided it does not interfere with operations and does not occur on the sales floor while customers are in the store.

Section 5: Alternate Shop Steward: An alternate shop steward shall be designated in the event the designated shop steward is unavailable. The alternate shop steward shall be allowed to conduct the same incidental Union business as the designated shop steward on company time provided it does not interfere with operations and does not occur on the sales floor while customers are in the store.

Section 6: Joint Labor/Management Committees: The Employer and the Union agree to establish a Joint Labor and Management Committee (JLM) consisting of at least one bargaining unit employee, management, and the Union.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

Section 1: During the term of this Agreement, the Union agrees there will be no strikes and the Employer agrees there will be no lockouts.

ARTICLE 5 – DUES CHECK OFF

Section 1: The Employer, upon written authorization of an employee, shall deduct equally from each paycheck beginning with the third (3rd) 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 week. The Employer also agrees to deduct and remit to the Union political check-off contributions upon written authorization by employees.

Section 1.1 Each month, upon Union's request, the Employer shall provide an electronic report of all new hires and terminations. The new hire report shall include the employees' first name, middle initial and last name, social security number, phone number (home and/or cell), email (if available), work location, job title, wage rate, date of hire/rehire. The terminations report shall include, at minimum, employees' first name, middle initial and Last name, last four digits of social security number and the effective date of termination.

Section 1.2. Each quarter, upon Union's request, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number (New hires only/for others last 4 digits of SSN), address, phone number (home and/or cell), email (if available), work location, job title, wage rate, and date of hire/rehire.

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

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 signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

Section 4: The Union shall present wage deduction authorization forms to the Employer for all employees subject to this Article and the Employer shall deduct dues in accordance with its terms and subject to applicable laws.

Section 5: The Employer agrees to deduct the amount authorized per week and remit monthly to the Local Union's Active Ballot Club from employees who are Union members and who have signed deduction authorization cards.

ARTICLE 6 – LEGISLATIVE CHANGES

Section 1: 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 7 – DISCIPLINE, DISCHARGE, OR SUSPENSION

Section 1: Just Cause: The Employer may discharge or suspend any non-probationary employee for just cause. A letter or notice will be given to the employee setting forth the reason for their discharge or suspension. A copy may be sent to the Union.

Section 2: Probation: Newly hired employees will be considered probationary for the first six (6) months of employment and may be discharged for any reason without recourse to the grievance procedure.

- a. All current employees at the time of ratification of this CBA will be grandfathered in and not subject to the probationary period defined in this contract.

Section 3: Exception: No prior warning notice will be necessary if the cause of discharge or suspension is for serious misconduct.

Section 4: Non-Compliance: Notwithstanding any of the prior sections, noncompliant activity putting the Employer's cannabis business license at risk, including any pertinent permits and licenses, may result in an immediate termination.

Section 5: Employer's Progressive Discipline Policy: Except for serious misconduct and compliance violations, employees will receive a prior written warning before being suspended or terminated. Coaching and counseling are not considered formal discipline and may not be grieved.

- a. Written warnings may be grieved up to but not including arbitration.
- b. Written warnings will no longer be considered active for the purpose of further progressive discipline after 12 months provided there have been no additional disciplinary actions in the interim.
- c. Employees on performance improvement plans (PIP) may be terminated for failure to meet the expectations of the PIP without further progressive discipline.

Section 6: Investigation: Any non-probationary employee may request an investigation of their discharge or suspension and the Union may have the right to protest the discharge or suspension in accordance with Article 8.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1: Grievance: A grievance is defined as an alleged violation of an express provision of this Agreement.

- a. Grievances must be filed in writing by the Union within twenty-one (21) calendar days after the occurrence giving rise to the grievance.

- b. The parties will meet to discuss the grievance within fourteen (14) calendar days of the date of the Union's grievance. If the grievance remains unresolved, the Union may submit the grievance to binding arbitration within twenty-one (21) calendar days of the date the parties' meeting. The parties shall use FMCS to obtain a panel of arbitrators. The parties shall select an arbitrator by striking names in turn until only one name remains.

Section 3: Arbitration:

- a. Each party shall bear the expenses of preparing and presenting its own case, including the costs of its own attorneys' fees. The expenses of the neutral party shall be equally shared by the parties.
- b. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

Section 4: Limitations on Arbitrator: The arbitrator shall not have the authority to effect a change in, modify or amend any of the provisions of this Agreement. Backpay in termination cases overturned through arbitration shall be limited to no more than three (3) months.

Section 5: Time Limits: The time limits set forth above shall be absolutely mandatory and failure to comply will mean the grievance is void and no consideration will be given to it. The time limits may be extended by written mutual agreement.

ARTICLE 9 – WAGES

Section 1: Job Classifications & Rates of Pay: During the term of this Agreement the following job classifications, rates of pay and increases shall apply:

- a. Effective upon ratification, the starting wage for Budtenders shall be at least \$16.25 plus tips. Employees receive an increase of \$0.75 annually on their anniversary date.
- b. Effective upon ratification, the Floor Leads classification shall be discontinued and all Floor Leads will be reclassified to Budtenders and shall receive an increase of \$0.50 to their hourly rate of pay resulting in a new hourly rate of \$16.75 for the incumbent Floor Leads at the time of this agreement.
- c. Effective January 1, 2023, the starting wage for Budtenders shall be at least \$16.50 plus tips and all Budtenders making less than that starting wage will have their hourly wage rate adjusted to \$16.50.

No employee shall suffer a reduction in pay as a result of the signing of this agreement.

Section 2: Merit Increases: The employer may award merit increases above and beyond contract scales. Any merit increase may be a lump sum or added to the employee's base hourly rate.

ARTICLE 10 – TIPS

Section 1: The Employer will maintain the status quo on tip pooling in effect at the time of this Agreement and shall not make any changes without bargaining. Within 60 days from ratification, the Employer agrees to meet with the Union to further discuss possible modifications to the tip pool process.

ARTICLE 11 – HOURS OF WORK

Section 1: 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 (1.5) the straight-time hourly rate.

Section 2: Meal Period and Breaks:

Hours Scheduled	Lunch and Breaks*
8 hours or less	Unpaid 30-minute lunch and two (2) paid 10-minute breaks

*an additional 10-minute break shall be granted for every additional four (4) hours worked in excess of an employees' scheduled shift.

Section 3: Hours Paid: ETO paid but not worked will not count towards overtime. When the store is closed early due to safety or compliance issues, employees will be paid for all time worked.

Section 4: Compassionate Scheduling: The Employer shall post a work schedule for all employees specifying start and finish of shifts at least one (1) week in advance. Posted schedules are subject to change. Employees will be notified about schedule changes as early as possible.

ARTICLE 12 – PAY PERIOD AND WAGE STATEMENT

Section 1: Pay Period: All employees shall be paid on at least a bi-weekly (2 times a month) basis. Paychecks shall include an itemized statement of hours worked and wages paid, including overtime pay and ETO.

ARTICLE 13 – HOLIDAYS

Section 1: Holiday Pay: When required to work on New Year's Day, Fourth of July, Thanksgiving Day, and Christmas Day employees shall be paid at time and one-half (1-1/2) hourly rate for all hours worked.

ARTICLE 14 – EARNED TIME OFF

Section 1: Accrual: Employees shall accrue one hour of earned time off (“ETO”) for every forty (40) hours of work. Up to fifty-six (56) hours may be carried over to the following calendar year.

Section 2: Pay Rate: ETO is paid at the Employee's base hourly pay rate at the time of absence.

Any paid leave required by Federal, State, or City Law shall be included as part of the bargaining unit employee's ETO, and this Agreement shall be interpreted such that any required paid leave shall not be owed to the employee in addition thereto.

ARTICLE 15 – LEAVES OF ABSENCES

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: FMLA/Family: The Employer will grant family and medical leaves of absence in conformity with the FMLA and State leave laws. Employees may use ETO for the care of sick children, parents, or spouses, in addition to personal medical reasons.

ARTICLE 16 – CIVIC DUTY

Section 1: Jury Duty: 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 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 for up to one (1) week, provided the employee has completed six (6) months service with the Employer, is required to report 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. Upon completion of service 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 17 – SENIORITY

Section 1: Lay Off: In the reduction of forces the last employee hired shall be the first employee laid off within the classification provided skills, ability and qualifications are relatively equal. Laid-off employee(s) shall be recalled in the reverse order of layoff within the classification.

- a. Non-probationary employees are entitled to receive one (1) weeks' notice of layoff or one (1) weeks' pay at the employee's regular rate in lieu thereof.

Section 2: Notice: The Employer will forward the seniority list to the Union upon request.

ARTICLE 18 – DRESS CODE

Section 1: Employees can be required to adhere to a reasonable dress code at work that is printed and posted or published in an Employee manual.

ARTICLE 19 – EMPLOYEE DISCOUNT

Section 1: Employees shall receive thirty percent (30%) off the full retail price for purchases at the employer's dispensary any day of the week. There shall be no stacking of discounts (i.e. an item on sale to the public for twenty percent (20%) off may be purchased by employees at a thirty percent (30%) discount, not fifty percent (50%).

ARTICLE 20 – HEALTH AND WELFARE

Section 1: The Employer will maintain the status quo health insurance through the life of this Agreement unless the parties mutually agree to switch plans. After ratification, the parties will meet to explore alternative health insurance options, including the UFCW National Health & Welfare Fund.

ARTICLE 21 – SAFETY

Section 1: Safety: Safety postings pertaining to the conduct of employees shall be conspicuously posted by the Employer in its place of business, and the Employer shall maintain in their store, or place of business, a fully equipped first aid kit.

Section 2: Safety Committee: The Union and the Employer agree to form a safety committee in conformance with State laws.

Section 3: Pay Rate: Safety committee responsibilities shall be performed on company time at the committee member's regular rate of pay.

ARTICLE 22 – DURATION OF AGREEMENT

Section 1: Except as otherwise indicated herein, this Agreement shall be effective October 28th, 2022, subject to ratification, and shall remain in full force and effect in all areas to and including December 31st, 2025 and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notice shall be given at least sixty (60) days prior to such expiration date during which period negotiations for a new agreement shall be conducted with all conditions agreed to by the parties to become effective on the first (1st) day of the week nearest the expiration date of this Agreement.

**FREMONT STASH LLC d/b/a
LUX BELLTOWN**



SHEA HYNES
Owner

1.16.23

Date

UFCW LOCAL 3000



Faye Guenther
President

3-1-2023

Date



AMIRAH H. ZIADA MIRZITEH
Contract Negotiator

1-17-2023

Date

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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