

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CURALEAF MASSACHUSETTS, INC.

and

Case 01-CA-276355

**UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 328**

DECISION AND ORDER

Statement of the Case

On November 1, 2021, Curaleaf Massachusetts, Inc. (the Respondent); United Food and Commercial Workers Union, Local 328 (the Union); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

(a) The Respondent is engaged in the production and sale of cannabis and cannabis-related products, and operates various facilities in the Commonwealth of Massachusetts, including its principal place of business located at 2001 Washington Street, Hanover, Massachusetts (the Hanover location).

(b) Annually, Respondent, in conducting its operations described above, derives gross revenues in excess of \$500,000 and purchases and receives at its Hanover location goods valued in excess of \$5,000 directly from points located outside the Commonwealth of Massachusetts.

(c) The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act (the Act).

2. The labor organizations involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the Act, the National Labor Relations Board orders that:

The Respondent, Curaleaf Massachusetts, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to recognize and bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the employees employed at the Hanover location in the following appropriate unit (the Unit):

All full-time and regular part-time lead dispensary associates; dispensary associates, including those performing admissions duties; compliance leads; lead packaging associates; and packing associates employed at the Employer's Hanover, Massachusetts location, but excluding all dispensary managers, assistant dispensary managers, confidential employees, managers, guards, and supervisors as defined in the Act.

(b) Failing and refusing to provide the Union in a timely manner with requested information that is necessary for, and relevant to, the Union's ability to perform as the employees' bargaining agent; and

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the Unit for a period of one year commencing on August 4, 2021, consistent with *Mar-Jac Poultry Co., Inc.*, 136 NLRB 785 (1962);

(b) Supply the Union with the following requested information that is necessary for, and relevant to, the Union's representation of the employees in the Unit at its Hanover location, no later than November 5, 2021:

(i) A list of all current employees in the bargaining unit, with home address, mailing address, email address, phone number, active or inactive status job

classification(s), seniority or hire date(s), hours of work, salary or wage history and current wage rates.

(ii) If any employee's pay is calculated in whole or in part by some means other than an hourly rate, please provide a description of the formula used.

(iii) The current personnel manual or employee handbook.

(iv) A detailed description of the job duties for each position in the bargaining unit.

(v) A detailed description of all benefits offered to any bargaining unit employees, including but not limited to sick pay, life insurance, disability, vacation pay, uniforms, work shoes, work gloves, holidays, bonuses, bereavement leave, work breaks, jury duty, leaves of absence, dress code or uniform policy, or meal breaks. In the event any bargaining unit employee has any accrued benefit (e.g., vacation or sick leave balance), please specify the amount of the benefit and how it was calculated.

(vi) A detailed description of the employee incentive plan(s) in effect since January 1, 2018, including rules or guidelines regarding eligibility to participate.

(vii) A detailed description of the employee discount plan(s) in effect since January 1, 2018, including rules or guidelines regarding eligibility to participate.

For each day after November 5, 2021 that the Respondent fails to provide the requested information set forth above, the certification year will be extended by one day;

(c) Within 14 days after service by the Region, post at the Hanover location copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by the Region, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means; and the Respondent shall mail, at its own expense, copies of the notice to all Unit employees employed at the Hanover facility since the April 25, 2020 voter eligibility date in Case 01-RC-259277; and

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 23, 2021.

John F. Ring, Member

Gwynne A. Wilcox, Member

David M. Prouty, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

**APPENDIX A
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize the Union as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective bargaining representative of the following Unit:

All full-time and regular part-time lead dispensary associates; dispensary associates, including those performing admissions duties; compliance leads; lead packaging associates; and packing associates employed at the Employer's Hanover, Massachusetts location, but excluding all dispensary managers, assistant dispensary managers, confidential employees, managers, guards, and supervisors as defined in the Act.

WE WILL NOT fail and refuse to bargain collectively and in good faith with the Union by failing and refusing to provide the Union in a timely manner with requested information that is necessary for, and relevant to, the Union's representation of Unit employees at our Hanover location.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

WE HAVE recognized the Union as the exclusive collective-bargaining representative of the Unit at our Hanover location and **WE WILL** bargain collectively and in good faith with the Union as the exclusive collective bargaining representative of the Unit at our Hanover location.

WE WILL bargain collectively and in good faith with the Union as the exclusive collective-bargaining representatives of the Unit by furnishing the Union in a timely manner with requested information that is necessary for, and relevant to, the Union's representation of the Unit at our Hanover location.

CURALEAF MASSACHUSETTS, INC.

The Board's decision can be found at www.nlr.gov/case/01-CA-276355 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

