

AGREEMENT

Between

AMERICAN CRAFT BREWERY, LLC

DBA SAMUEL ADAMS

CINCINNATI BREWERY

and

TEAMSTERS LOCAL UNION NO. 1199

April 7, 2019 to April 7, 2025

## **A G R E E M E N T**

Between the undersigned American Craft Brewery, LLC. DBA Samuel Adams Cincinnati Brewery (a wholly-owned subsidiary of The Boston Beer Inc.) of greater Cincinnati, referred to herein as the Employer or the Company; and Teamsters Local Union No. 1199 (affiliated with the International Brotherhood of Teamsters), herein referred to as the Union.

### **ARTICLE ONE - RECOGNITION**

**SECTION 1.** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in its packaging department and in its brew house, including the fermenting cellars, kegging area, malt room (excluding dry processes), storage cellars, government cellar (for draught beer only), and yeast department at its facility in Cincinnati, Ohio but excluding all office and clerical employees, all guards, all professional employees, supervisors and all employees defined within those excluded classifications by the National Labor Relations Act, as amended.

### **ARTICLE TWO - HIRING OF EMPLOYEES**

**SECTION 1.** (a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date or the execution date of this Agreement, whichever is later, shall remain members in good standing, and those who are not members on such date shall, on the thirtieth (30th) day following the effective date or execution date of this Agreement, whichever is the later, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date of execution, whichever is later, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

(b) The Employer agrees to deduct from the pay of each employee who executes a written authorization therefore, the dues and assessments becoming due from such employee to the Union. Such deductions shall be made from the first pay received by the employee in each month following receipt of the authorization by the Employer and shall be remitted to the Secretary-Treasurer of the Union by the end of the month in which the dues were deducted.

(c) There shall be no discrimination by either the Employer or the Union among any applicants based on Union membership or non-membership, race, creed, color or national origin.

**SECTION 2.** Temporary, seasonal, and probationary are defined in Article 3. Temporary, seasonal, and probationary employees shall be given the opportunity by the Union to join the Union after thirty (30) days of his employment, but should s/he not desire to join, s/he shall nevertheless be permitted to continue to work upon payment of

the equivalent of the regular union membership dues, it being understood that if s/he fails to maintain such payments, s/he shall be subject to discharge for non-membership in the Union. Upon having accumulated seventy-five (75) days worked without an intervening layoff of six (6) months or longer, s/he shall be subject to the requirement of Union membership as above provided. Temporary and/or seasonal help may be employed by the Employer as long as such employment does not cause a layoff of any of the regular employees employed in the department where the temporary and/or seasonal help is employed.

Temporary and probationary employees shall serve a probationary period of seventy-five (75) days worked. Upon their completion of the probationary period, their seniority shall date back to their most recent date of hire, and they shall be entered on the seniority list accordingly. Probationary, seasonal, and temporary employees may be laid off or discharged in the sole and exclusive discretion of the Employer during their seventy-five (75) working day probationary period, but thereafter they shall not be discharged, except for just cause. The Company will notify the Union of newly hired seasonal and temporary employees.

**SECTION 3.** The Company will notify the Union of newly hired employees and provide new employees with a Union Membership Application. The Union will be permitted to meet with the new Member(s) during the orientation for a reasonable period at the time and location designated by the Employer in its sole discretion. The subject matter of the Union's presentation shall be limited to information relating to Union membership.

### **ARTICLE THREE - SENIORITY**

**SECTION 1.** Seniority, as used herein, shall be based on the length of an employee's actual working service with the Employer provided, however, that if the length of service of two or more employees is the same, the seniority of such employee shall be determined by lot. Separate seniority lists shall be maintained for packaging department employees and for brew house employees. The packaging department and the brew house shall be considered to be separate departments.

Employees who have acquired seniority under this labor agreement while employed by the Schoenling Brewing Company ("Schoenling") shall be credited with such seniority for all purposes of this labor agreement as if such seniority had been acquired while in the employment of the Employer, especially for purposes of Article 6, but not limited to that purpose.

**SECTION 2.** For the purpose of applying seniority, the employees of the Employer, shall be grouped separately within their respective departments as follows:

- (1) Regular
- (2) Probationary
- (3) Seasonal
- and (4) Temporary Employees.

(a) **Regular Employees:** All employees of the Employer who are classified as Regular Employees as of the effective date of this Agreement, or who complete the seventy-five (75) days worked referenced in Article 2, Section 2.

(b) **Probationary Employees** are employees hired directly by the Employer, and not through any type of employment service, who have not completed the seventy-five (75) days worked referenced in Article 2, Section 2.

(c) **Seasonal employees** are employees hired directly by Employer, and not through any type of employment service, who are intended to provide seasonal support in high demand periods of the year related to can line production in the packaging department.

Seasonal employees will be paid at the new hire rate as listed in Article 14, Section 1. Regardless of length of service, this rate would not increase above the "hire date" rate specified.

The number of seasonal employees will be capped at 18% of the number of employees in the packaging department, considering all employees working in the bottle shop, can line, maintenance and shipping areas.

The seasonal period will be April 15 through September 15 each year. During this time seasonal employees may be employed up to the cap at the sole discretion of management.

If a seasonal employee is retained past the end of the seasonal period, then he/she will be considered a full-time employee with his/her start date being the first day worked. If the seasonal employee does not have seventy-five working days completed at the end of the seasonal period, then he/she will be considered a probationary employee whose start time is considered his/her first day worked and will be a full-time employee upon completion of seventy-five working days.

Seasonal employees may be utilized on the can line only and may not be assigned to work on the bottle line or any other jobs in the brewing department or any other department.

Seasonal employees will follow normal seniority guidelines per contract pertaining to shift selection, layoffs and overtime.

(d) **Temporary Employees:** are those employees working for the Employer through any employment service who have not completed the seventy-five (75) days worked referenced in Article 2, Section 2.

(e) Temporary and probationary employees laid off for six (6) months or longer before completing the seventy-five (75) days worked referenced in Article 2, Section 2, shall again begin to accumulate their seventy-five (75) days worked after such layoff before becoming Regular employees. In the calculation of accumulated time for temporary and probationary employees, the time actually worked between layoffs of less than six (6)

months shall be added together until the required time of sixty-five (65) days worked is accumulated. Time elapsing during the actual layoffs shall not be counted as time actually worked.

**SECTION 3.** (a) If layoffs become necessary employees shall be laid off in the following sequence on a departmental basis:

(1) Temporary employees,

(2) Seasonal employees,

(3) Probationary employees,

(4) Regular employees within the department, who will be laid off by reverse seniority. When operationally feasible, the company will allow voluntary layoffs by seniority. It is understood that voluntary layoffs will extend throughout the entire period of the layoff. If a regular employee is laid off from their department, they may then replace any temporary or seasonal employees who are working in another department.

(b) For layoff and recall purposes, those employees assigned to do mechanic's work will be considered a separate department and will be subject to layoff in that department on a department seniority basis provided that they are qualified to do the available work.

(c) In case of increases of forces, the Employer shall call back his employees in order of seniority on a departmental basis.

**SECTION 4.** (a) In the event that an employee who is subject to layoffs desires to accept temporary employment with another employer, s/he may do so by agreement between the Employer and the President of the Union. The taking of such temporary employment shall not prejudice the seniority rights of the employee provided s/he returns to work at or before the time s/he is recalled for work.

(b) When employees are to be laid off or recalled, the Shop Steward in the affected department shall be notified of those to be laid off or recalled before a list is posted on the bulletin board. Such list shall be posted not less than thirty-six (36) hours prior to the layoff start. Such layoff list shall specify the names of employees which were not included in said layoff because they were absent due to vacation, illness, leave of absence or other reasons.

**SECTION 5.** Seniority shall be broken and his or her employment shall terminate if the Employee:

(a) Voluntarily quits, or

(b) Is terminated for just cause, or

(c) Fails to report for work after layoff within three (3) working days after issuance of notice by the Company to report for work, unless the employee is hospitalized and is physically unable to report for work, provided the employee notifies the Company as soon as he or she is physically able, or

(d) Presents false documentation offered as a reason or excuse for relief from the operation of a Company rule or provision of this Agreement, or

(e) Fails for any reason to perform work during a period of two (2) years. In the event an employee returns from a leave of absence for occupational injury or non-occupational injury, he must remain at work at least thirty (30) consecutive calendar days before any subsequent renewal of his recall rights. This clause shall only apply to an employee who leaves for the same physical or mental condition, or

(f) Is absent for a period of three (3) working days without notifying the employer, unless the employee is hospitalized and is physically unable to so notify the Company, provided that the employee notifies the Company as soon as he or she is physically able, or

(g) Retires.

**SECTION 6.** For notification purposes under this Article, as well as all other Articles of this Agreement, all employees shall register with the Employer their addresses and telephone numbers. Such employees shall be responsible for the accuracy of such addresses and telephone numbers. The Employer shall give reasonable notice to employees, either by certified letter sent to the address given by the employee, or by personal telephone contact with the employee himself. No other form of notification shall be considered sufficient. The Company shall send the updated information to the Union quarterly.

**SECTION 7.** (a) If a vacancy occurs in any of the jobs specified in Section 7 (c) of this Article held by an employee subject to this Agreement by reason of death, retirement, discharge or resignation, such vacancy shall be posted and preference shall be given to Regular employees within the brew house who bid. Eligible employees shall be awarded such jobs in accordance with their seniority provided they are able to perform the work after a reasonable break in period and provided they are trained in at least two (2) of the four job functions of the Brewing processes (Kettle, Fassing, Filtration and Cooler). It is agreed that once the employee receives the bid position he must maintain qualification in two (2) of the Brewing processes in order to maintain his bid position. It is further agreed to by the parties that employees who are awarded bid jobs may be taken off those bid jobs for their own training and the training needs of others for up to three (3) weeks out of a thirteen (13) week period. The vacancy occurring as a result of the foregoing selection by the employee shall also be posted and filled in the same manner. Any employee who has taken another job through the bidding process within the prior twelve (12) months is not eligible to bid on any other job.

Current Brew house employees who have a bid job and are not trained in at least two (2) of the four (4) job functions of the Brewing process will receive training in an additional job function after the other current Brew house employees are trained in at least two (2) of the four (4) job functions of the Brewing process. When the employees with bid jobs receive training, it will be by reverse seniority. It is understood that nothing within this provision restricts the company from requiring additional training from non-bid employees.

(b) In filling vacancies and or work schedules on any of the three shifts within the Brewing Department, employees shall be given preference based on seniority only, regardless of job bid status.

(c) The jobs to be bid in accordance with the provisions of this section are the two Brew house Operator positions, two Wort Cooler positions, two Filter positions, two Fassing positions, and the Keg Line Lead position. With respect to the Keg Line Lead position, management reserves the right to choose from the list of qualified bidders on the basis of leadership ability, experience, work record and seniority. The Employer's decision shall be final unless it is arbitrary, capricious or discriminatory.

(d) If no employee bids on the job, it will remain unfilled.

**SECTION 8.** (a) From February 1 to March 1 of each year, a list shall be posted and preference given to Packaging Department employees who bid for assignment to the Shipping Department. Eligible employees shall be awarded such jobs including any vacancies that occur during the year in accordance with their seniority provided that they are able to perform the work after a reasonable break-in period. Any sign up and finalized lists shall be forwarded to the appropriate Union representative upon request.

(b) The Company may require packaging department employees who are awarded jobs in the shipping department pursuant to Section 8 (a) to remain on the shipping job until the shipping jobs are posted again the following year. If not enough employees volunteer then the least senior employee will be forced. The Company can, at their sole discretion, maintain this individual in the position until the shipping jobs are posted again the following year.

(c) A separate vacation schedule shall be maintained for employees assigned to the Shipping Department. However, each employee may schedule a maximum of two weeks during the period June 1 through August 31.

**SECTION 9.** (a) If a mechanic vacancy occurs, Packaging Department employees may apply and will be given consideration based on their mechanical aptitude, special training and previous work experience. First consideration will be given to an employee who has received vocational or technical training and certification related to machinery maintenance and repair while employed in the Packaging Department.

(b) Before March 1 each year, a sanitation job will be posted and employees in the Packaging Department who are interested in the job may bid on it. The job will be

awarded to the senior, qualified employee. Copies of the posting will be forwarded to the appropriate Union representative upon request. In the event no employee bids on the job, the least senior employee will be assigned to the job. The Company may require the employee to remain on the job until the following March 1. The employee assigned to the sanitation job will be considered as doing mechanic's work for purposes of layoff in accordance with Article 3, Section 3 (b) and may be assigned a starting time as determined by the Company.

**SECTION 10.** Before March 1 each year and before September 1, a list shall be posted of the jobs in the Brewing, Packaging and Shipping Department excluding mechanics jobs. Any employee who has not been previously trained and who wishes to receive training on any job listed may sign his name to the list for that job. Employees will be offered those training opportunities provided that the training does not impair the efficient operations within the Brewery. If an employee declines a training opportunity, his name shall be removed from the list. Copies of the posting will be forwarded to the appropriate Union representative upon request.

#### **ARTICLE FOUR - HOURS OF WORK AND OVERTIME**

**SECTION 1.** Forty (40) hours per week shall constitute the normal work week from Monday through Friday; provided, however, that nothing herein shall be construed as a guarantee of hours per day or per week and provided further that nothing herein shall be construed as limiting the Employer's right to schedule a four day, ten hour per day work week, with either Monday or Friday scheduled off. The Employer may schedule less than an entire department to work a four-day, ten hour per day workweek at any one time. The Employer may schedule less than an entire department to work a three day or more, twelve hour per day workweek at any one time. The Shipping department will not be scheduled on 12 hour shifts. All hours shall be consecutive, interrupted by one-half (1/2) hour intermission as lunch period. No employee scheduled to work a twelve hour shift will be compelled to work more than sixteen (16) hours.

The lunch period will normally be arranged between the third and fifth hour after starting time provided, however, that the Employer may re-arrange the scheduled lunch period in order to better satisfy production requirements and provided further that the kettle operators, filtration operators, fermenting employees and fassing employees may be required to work through their lunch hour in which case they will be compensated for the half hour worked. Brewing department employees on twelve (12) hour work schedules will be paid for lunch. Employees will receive one, fifteen minute paid break for every four hours worked.

**SECTION 2.** Time and one-half (1-1/2) shall be paid for all hours actually worked in excess of eight (8) hours worked within the twenty-four (24) hour period commencing with the time the employee begins work provided that this provision shall not apply if the Employer schedules a four day, ten hour per day workweek or a three (3) or more twelve (12) hour per day workweek. Time and one-half shall also be paid for all hours actually worked in excess of forty (40) hours in any one week or any hours actually worked over

ten or over twelve for employees working on either of those workweeks there shall be no duplication of overtime pay for the same hours worked.

No employee will be forced back to work with less than ten (10) hours off between shifts.

**SECTION 3.** Time and one-half (1-1/2) shall be paid for work performed on Saturday by all employees covered by this Agreement. Double (2) time shall be paid for all work performed on Sunday. Employees called in to work on Saturday or Sunday shall be guaranteed four (4) hours pay and/or work. The foregoing provisions, however, shall not apply to employees who begin, their workweek on Sunday and who do not work more than two (2) hours on Sunday. Notwithstanding the foregoing, if all Regular and probationary employees have been offered Saturday or Sunday work and additional employees are needed, the Company may utilize Temporary employees for such work who will not be subject to any of the foregoing requirements.

**SECTION 4.** Packaging Department: (a) All overtime shall be assigned on a departmental basis. For purposes of overtime assignment, the packaging department and the shipping department shall be recognized as separate departments. Overtime within the packaging and shipping department(s) shall be assigned among the employees in the respective departments on the basis of their seniority provided that they are qualified and immediately available to perform the work in an efficient manner. It is understood that a shift may be scheduled to work overtime when required for scheduled meetings. Scheduled overtime assignments shall be posted.

(b) Employees in the packaging department shall be notified of unscheduled daily overtime at least two (2) hours before the end of the shift, except in cases of emergencies beyond the control of the Employer. Should such notice not be given, the employee shall have the option of refusing to work overtime. Scheduled overtime may also be refused at the option of the employee, but in such case, if it is refused by the more senior employees, the employees with the least seniority who are capable of performing the work may be required to take the overtime assignments.

(c) All Friday, Saturday and Sunday work assignments in the packaging department, including a listing of the personnel scheduled to work, shall be posted by Thursday at noon after management determines that such work is necessary. The shop steward in the packaging department shall be notified of all Saturday work assignments prior to the posting of the Saturday work schedule by the Employer.

(d) There shall be no overtime worked in the packaging department while Regular employees in the packaging department are laid off except in case of unanticipated customer demand not known to the Employer at least twenty-four (24) hours prior to the time the overtime is worked, or unforeseen emergencies, or the limited production capacity of the plant.

(e) In the event of a single vacation day or absence within the shipping department, the following process will be followed to fill the vacancy. An overtime list will be posted weekly for those packaging operators willing to work overtime.

- 1) Management will make the determination whether the vacancy will be covered by existing coverage or replaced based on business needs.
- 2) If additional coverage is needed, it will be offered to the most senior qualified volunteer from 1<sup>st</sup> shift packaging. If there are no volunteers, management may force the least senior qualified on first shift packaging.
- 3) In the event that a packaging operator is not available then management will notify those operators that signed the overtime list in order of seniority.
- 4) If there are no volunteers, management may force the least senior qualified on 2<sup>nd</sup> shift packaging.

In the event of vacation coverage in shipping, a list will be posted for packaging operators interested in covering the vacation opening in the shipping department. The most senior, qualified operator who signs the list will cover the vacation. The packaging operator will be required to cover the entire week of vacation. In the event that no qualified packaging operators volunteer, the least senior qualified operator will be forced.

On the occasion when a packaging operator is covering a vacancy in shipping and management determines that overtime is needed within the shipping department at the end of the shipping day, the shipping operators will have the right to the overtime over the packaging operators covering the vacancy.

**SECTION 5.** Brewing Department (a) All overtime in the Brewing Department shall be assigned to qualified employees based on their seniority, regardless of job bid status. It is understood and agreed upon by the Company and the Union that if twelve (12) hour work schedules are used in the Brewing Department and the Company requires work beyond the regular scheduled workweek then it will be offered to qualified employees based on seniority and availability to perform the work. If not enough employees volunteer then overtime shall be required of qualified employees beginning with the least senior employees within the alternating day or night crew, provided no employee may be compelled to work more than five (5) consecutive twelve (12) hour days. This offering of work is at the Company's discretion and the work may be filled by the company with available employees working straight time instead of offering additional work. There shall be no overtime worked while Regular employees in the Brewing department are laid off except in cases of unanticipated customer demand not known to the Employer at least twenty-four (24) hours prior to the overtime is worked, or unforeseen emergencies. Scheduled overtime assignments shall be posted. Employer has the right to utilize union employees on a bid job before working the bid employee on overtime. Any issues regarding clarity on overtime issues may be decided by agreement between the Union and the Company if they arise during the contract.

(b) All additional day or extra day work assignments in the Brewing Department, including a listing of the personnel scheduled to work, shall be posted as soon as practical after management determines that such work is necessary.

(c) In the Brewing department, notice shall be posted by the Employer on Tuesday, one week preceding a regular shift change showing names and starting times of the employees affected. Employees affected shall have Wednesday, Thursday and Friday in that week in which their notice is posted to make any appropriate changes. These changes may result as an agreement between these employees to change their scheduled time or shift provided that such changes do not interfere with the efficient operation of the plant.

(d) Employees in the Brewing Department, including the keg line shall be notified of unscheduled daily overtime at least four (4) hours before the end of the shift, except in cases of an employee's failure to report an absence within two hours of his/her start time or emergencies beyond the control of the Employer. Should such notice not be given, the employee shall have the option of refusing to work overtime. Scheduled overtime may also be refused at the option of the employee, but in such case, if it is refused by the more senior employees, the employees with the least seniority who are capable of performing the work may be required to take the overtime assignments. No employee scheduled to work a twelve-hour shift will be compelled to work more than sixteen (16) hours. No employee scheduled to work a eight hour or ten hour shift will be compelled to work more than twelve (12) hours.

(e) The employer may schedule less than the entire Brewing department to work a twelve (12) hour day work schedule.

(f) The Company may schedule employees within the Brewing Department on a twelve (12) hour work schedule Monday through Sunday.

When twelve-hour shifts are scheduled the Company and Local 1199 agree to use the twelve (12) hour shift schedule being currently used. It is the intention of the parties to work together to resolve any unforeseen problems that may arise in administering the twelve (12) hour shift schedule.

When working (12) hour shifts the employees will be allowed to rebid their work schedules by seniority provided they are qualified to do the job on the 13<sup>th</sup> and 25<sup>th</sup> weeks of a six-month cycle provided all of the positions within both the crews being vacated and the crews being joined are covered by qualified personnel.

In the event the Company schedules a twelve-hour work schedule then two non-bid positions on the keg line will be reserved employees by seniority. These positions will be eight hour shifts or ten hour shifts with the shifts and overtime as outlined in the contract. The one non-bid day shift position will be eight-hour shifts, ten hour shifts or twelve hour shifts with the shifts and overtime as outlined in the contract. If it becomes necessary to utilize these employees to fill in for a brewing employee on a twelve-hour schedule then

seniority and qualifications will be taken into consideration and the employee will receive overtime after eight hours or ten hours.

In filling vacancies for the non-bid day shift position, employees may be required to know up to three (3) of the four (4) process areas to ensure double coverage in each process segment is available. Without a qualified volunteer, the company has the right to force a qualified employee by inverse seniority.

(g) Trading days or partial days, between qualified employees, will be allowed, at the discretion of management and with prior management approval. It is understood that any trading will be voluntary.

Employees are allowed to waive a day of work, at the discretion of management and with prior management approval. Employees wishing to waive a day will put his/her name on a list or form provided by the Company. It is agreed that this waiving of days will not cause the Company to be exposed to any additional overtime costs. Holidays and weekend days will be awarded per overtime language. It is understood that waiving days is voluntary in nature.

(h) For purposes of overtime payment for twelve-hour work schedules, Saturday will be defined as the twenty-four (24) hour period beginning with the day crew on Saturday. Sunday hours will be defined as the twenty-four (24) hour period beginning with the day crew on Sunday.

(i) For purposes of scheduling, the Company will use the SABC scheduled holiday to define the date unless the calendar is consistent from year to year, e.g. Christmas Day, December 25, in which case the calendar date will be the holiday. If working, the shift beginning with the Day Crew on the day of the holiday and the shift beginning with the night crew on the day of the holiday will receive one and one-half (1 ½) times the base rate for working the holiday.

It is understood that Brew house employees will be awarded extra work and or overtime prior to temporary employees (regardless of whether the work is overtime or straight time), provided the employee has signed up. It is understood that the employee must be available to perform the work as scheduled by the Company.

**SECTION 6.** Employees changed from one department to another where the temperature is different, shall be given sufficient time to change their clothing.

**SECTION 7.** Employees shall be notified of a layoff thirty-six (36) hours before the layoff is to take place. If employees are not so notified of a layoff and report for work, they shall receive a full day's pay.

**SECTION 8.** (a) The Employer may establish starting times for each shift and each department on a weekly basis and may change those starting times on a daily basis during the week by not more than two (2) hours. However, this shall merely pertain to the

scheduling and shall not be construed as a guarantee of work throughout the entire workweek except for Brewing Department employees which will be offered 36 hours per week unless notified one week in advance. Any employee's shift assignment may be changed once in any work week when necessary because of unforeseen emergencies, product line changes, packaging requirements or because of the operation of the layoff provisions of this Agreement or in a holiday week in which a paid holiday falls on any day but Monday.

(b) It is recognized that the beginning time for the first shift in a particular plant may differ on specific operations. However, any shift commencing at or after 10:00 a.m. and before 6:00 p.m. shall be considered as a second shift, and all work performed on such shift shall carry a twenty-five cent (\$.25) per hour shift differential. Any shift commencing at or after 6:00 p.m. and before 6:00 a.m. shall be considered a third-shift, and all work performed on such shift shall carry a thirty cent (\$.30) per hour shift differential.

(c) In filling vacancies on the first shift in the packaging department only, employees on other shifts shall be given preference over new employees according to their seniority if they are able to perform the work available. This shall not apply to situations in which a nucleus of experienced men is necessary to operate properly a line on another shift.

## **ARTICLE FIVE - HOLIDAYS**

**SECTION 1.** The following eleven (11) holidays or days celebrated in lieu thereof shall be considered as holidays with pay for eight (8) hours at straight-time pay:

New Year's Day  
Martin Luther King Junior's Birthday  
President's Day  
Good Friday  
Memorial Day  
July Fourth  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

If employees are called in on any of these holidays for work, they shall receive pay for eight (8) hours at the rate of time and one-half (1-1/2), in addition to the days pay of eight (8) straight time hours for not working. In the event that any of the foregoing holidays occur during a four (4) day ten (10) hour workweek, or if the employee was assigned to work a four (4) day ten (10) hour workweek the week immediately prior to the holiday, the employee will receive ten (10) straight time hours for not working. In computing holiday pay and pay for work performed on holidays, any shift differential applicable to the shift to which an employee may be assigned during that week shall be considered as

part of their regular straight-time rate of pay. Employees scheduled on twelve-hour work schedules will be paid at twelve straight time hours for holidays and single vacation days, which fall on their work schedule and eight straight time hours for holidays which fall outside their work schedule. It is understood that unworked Holidays and single Vacation days will be counted as time worked for purposes of overtime calculations.

(a) To be entitled to unworked holiday pay on any of the holidays above mentioned, a probationary employee must have worked for his Employer at least thirty (30) days prior to the holiday and must work thirty (30) hours in the work week in which the holiday occurs, unless absent for a valid reason.

(b) To be entitled to holiday pay all employees must have worked the scheduled day immediately before and immediately after the holiday unless the employee establishes that his/her failure to do so was for legitimate reasons beyond his/her control provided however that in no case shall an employee who has been absent from work for any reason for more than thirty (30) calendar days before or after the holiday be eligible for holiday pay.

**SECTION 2.** Any mechanic works seven (7) consecutive calendar days then the employee will be offered a day off during the next seven (7) calendar days. It is understood that the decision to take time off will be optional to the mechanics.

**SECTION 3.** If the Company receives ten (10) days notice of an employees desire to take a vacation day, then the Company will deny or grant the vacation day within five (5) days of the date submitted. Failure to deny the request within the time frame will be considered a granting of the vacation day. The Company will allow employees from (Shipping and Packaging combined) to schedule a vacation day on each day provided taking vacations into account no more than four (4) employees can be off each day. Vacation days will be scheduled on a first come first serve basis.

## **ARTICLE SIX- VACATIONS**

**SECTION 1.** (a) All employees covered by this Agreement in the continuous employ of the Employer as of October 1 of the vacation earning year for the number of years specified below shall receive the number of vacation days specified. Each week of vacation shall consist of seven (7) consecutive calendar days (Monday through Sunday) with pay for forty (40) straight-time hours. One week of vacation is five (5) vacation days (40 hours straight-time pay).

**PERIOD OF CONTINUOUS EMPLOYMENT - DAYS OF PAID VACATION**

Upon completion of 75 days worked but less than one (1) year	Seven (7) vacation days
One (1) year but less than five (5) years	Twelve (12) vacation days
Five (5) years but less than fourteen (14) years	Seventeen (17) vacation days
Fourteen (14) years but less than twenty (20) years	Twenty-two (22) vacation days
Twenty (20) years and over	Twenty-seven (27) vacation days

Employees can use up to seven (7) paid vacation days as single vacation days each year subject to supervisory approval.

Employees shall receive their vacation pay on the employee's regular pay cycle. The period between September 1 and the next August 31 is the vacation year, and the period from September 30 to October 1 is the vacation earning year.

**SECTION 2.** The vacation of an employee shall include the shift differential or crew premium for the shift on which he has worked during the week previous to his vacation.

**SECTION 3.** Newly hired employees who have completed their seventy-five (75) working day probation period will receive seven (7) vacation days for use with the understanding that employees who leave the Company before completing one (1) year of service, will be required to repay any unearned but used vacation days.

**SECTION 4.** A full vacation as provided in this Article shall be deemed earned upon the completion of fifteen hundred (1500) or more compensated hours during the vacation earning year. Employees who were compensated for 65 days worked or more during the vacation earning year shall receive the pro-rata vacations in the same proportion as the number of hours worked by them during the vacation earning year, but who failed to work fifteen hundred (1500) hours shall receive the pro-rata vacations in the same proportion as the number of hours worked by them during the vacation earning year bears to fifteen hundred (1500) hours. Time lost by reason of occupational injuries and illness shall be credited as compensated hours for the purposes of this section, provided the employee has otherwise met the requirements of this section, and provided the employee has otherwise met the requirements of a minimum of 65 days worked. Employees shall be credited with time lost as a result of non-occupational illness or injury up to thirteen (13) weeks for any period of disability, or accumulated periods of disability, in any one contract year.

**SECTION 5.** Any employee who has earned or qualified for his/her vacation pay and has not received it, and for some reason or other severs his/her connection with his/her Employer, must receive his/her vacation pay in lieu thereof. Such vacation pay shall include pro-rata pay to the date of termination when such date is other than October 1st,

such pro-rata pay to be computed on the basis of the hours worked since the preceding October 1st.

**SECTION 6.** In the scheduling of vacations in the brewhouse employees shall be given preference according to their seniority to the extent consistent with efficient operations. The employer shall present each employee a vacation schedule showing the weeks available and the employee shall select all their desired weeks, even if splitting weeks, from the available weeks on the schedule. The completed vacation list will be posted by the first week in August prior to the vacation year. The foregoing provisions shall also apply in the bottleshop, with senior employees also being given preference even when splitting vacations to the extent consistent with efficient operations and provided that separate vacation lists shall be utilized for shipping personnel and packaging personnel. In the brewhouse, two (2) employees shall be eligible to schedule vacation during any week of the year. In the packaging department, not less than three (3) employees shall be-eligible for not longer than two (2) weeks vacation from June 1 to August 31. During the vacation selection process, each employee will have three (3) calendar days maximum to make their selection their selection days will be posted before the selection process starts.

**SECTION 7.** Vacations/vacation days must be taken. When a paid holiday occurs during an employee's vacation, the employee will receive an extra day's pay or the holiday with pay may be taken at the beginning or end of the vacation period, but only with prior approval by the supervisor for such holiday. Employees shall be notified at least one (1) week in advance of their vacation dates.

#### **ARTICLE SEVEN- FUNERAL LEAVE**

In the event-of death in his/her immediate family (father, mother, spouse, legally recognized life partner, brother, sister, children of the employee, mother in-law, step-child, and father-in-law), an employee may absent himself without loss of pay for three (3) consecutive working days, including the day of burial, unless the day of burial is a non-working day, in which case it shall not be included as one of said three (3) days. In the event of the death of the employee's grandchild, step-parent or grandparent, an employee may absent himself without loss of pay for two (2) working days in order to attend the funeral. Notice and proof of death must be given to the Employer upon employee's return to work. In the event of death of any other relative not listed above, an employee may absent themselves without pay or incident for one (1) day. Notice must be given to your supervisor twenty-four (24) hours prior to the absence, and proof of attendance (funeral director voucher) must be presented upon your return.

#### **ARTICLE EIGHT- JURY DUTY**

An employee who is called for and reports for jury duty, shall be paid for time lost. Employees will be eligible to be paid based on their normal scheduled shift (minus any amount received for Jury service). An employee, who reports for jury duty and is released less than three (3) hours after the start of his/her shift, shall report for work. Employees

summoned for jury duty shall deliver the summons to the company by not later than the first working day after he received it.

## **ARTICLE NINE- MISCELLANEOUS**

**SECTION 1.** Any employee, who is physically unable to perform the duties of his job, shall be assigned to another job within the department to which s/he is assigned which s/he is able to perform if it is held by an employee of less seniority. He shall be returned to his former position when he is physically able to do so. If period of time in question exceeds one (1) month he shall be returned to his former position or a comparable position when he is physically able to do so. If an employee is assigned to another job on a temporary basis, pursuant to this provision, s/he shall not have the right to exercise his seniority for shift preference. If no such job is available for him/her within his department, s/he may be laid off.

**SECTION 2.** (a) All departments shall be manned with adequate manpower as determined by the Employer. The Employer will discuss its determination with Union representatives.

**SECTION 3.** Company required uniforms will be supplied by the Company at the Company's cost. In the brewhouse, coveralls will continue to be issued to employees on an "as needed" basis, not to exceed two sets per year. The employee will be responsible for laundering the coveralls. When employees are required to handle rough materials, or heavy metal drums, or containers laden with glass, caustic, etc., or to come in contact with acids or caustic, the Employer will supply them with protective clothing, such as coveralls, gloves, and boots.

**SECTION 4.** This section shall apply to the Brewing department only:

(a) No employee shall be compelled to lift full half barrels unaided. Full half-barrels shall not be stacked manually more than 2 high.

(b) When employees come in contact with acid or caustics the Employer shall furnish gloves, coveralls and boots, which must be used by such employees. Gloves shall be furnished to all employees in all departments when requested. The Employer shall provide all employees with boots or artics, whichever is preferred, which shall be worn by the employee only when they are in the plant, shall not be taken from the plant by the employees and shall remain the property of the Employer.

**SECTION 5.** There shall be a safety committee established for the packaging department and the brewhouse, consisting of an equal number of employees of the plant and management representatives, which committees shall meet at stated intervals and consider matters relating to the safety of employees. The brewery safety manager will maintain a committee membership list that will be communicated to all employees on a quarterly basis. The Committee shall function in an advisory capacity only and its determination shall not be subject to the grievance procedure.

**SECTION 6.** First aid facilities shall be available and accessible to all employees.

**SECTION 7.** When employees return to work after being absent because of sickness or injury, they shall be returned to their former positions, if physically fit to do all of the work required.

**SECTION 8.** The Union agrees that Company has a right to implement an Alcohol and Drug Free Workplace Policy.

**SECTION 9.** In work areas where the Company requires safety shoe inserts, the Company will provide up to two pair of inserts per year at no cost to the employee. As an alternative, the employee may elect to receive a \$150 per year reimbursement for safety shoes. The required specifications of the safety shoes will be at the sole discretion of the Company.

## **ARTICLE TEN- MANAGEMENT**

All rights, powers and authority the Employer had prior to signing this Agreement and all previous agreements with the Union are retained by the Employer, except those specifically surrendered or modified by this Agreement. The Union recognizes that the express provisions of this Agreement, which constitute limitations on the Employer, are the only limitations, other than limitations of law, upon the Employer's right to manage the business.

## **ARTICLE ELEVEN- RETIREMENT**

**SECTION 1.** The Company and the Union agree to maintain current Pension through December 31, 2019 at a rate of \$50.50 per month per year of service. Employees will accrue time through December 31, 2019.

The Company and the Union agree to authorize, and hereby direct, the Company to prepare the documents and instruments necessary to cease the accrual of all future benefits under the Samuel Adams Cincinnati Brewery Pension Plan for Represented Employees (the "Cincinnati Brewery Pension Plan") as of December 31, 2019, to terminate the Cincinnati Brewery Pension Plan as of midnight on December 31, 2019, and to distribute the assets of the Cincinnati Brewery Pension Plan in satisfaction of benefits accrued under such plan in accordance with the provisions of such plan and applicable law, including Section 4041 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In connection with the foregoing, the Company and the Union hereby authorize the Company, in its sole discretion, to amend the Cincinnati Brewery Pension Plan to add a lump-sum distribution option, a retiree lump-sum window program, or both. Upon distribution of benefits accrued under the Cincinnati Brewery Pension Plan as a result of its termination, participants will have the right to roll over their benefit into the Samuel Adams Cincinnati Brewery 401(k) Plan (the "401(k) Plan") to the extent that the distribution of the benefit is an eligible rollover distribution (under Section 402(c) of the Internal Revenue Code); redeem current value as a lump sum at the

option of the individual employee, either in the form of a cash payout less appropriate withholdings, or in the form of a rollover into the employee's IRA or 401(k); or the Company will purchase at no cost to the employee an equivalent value annuity with the exact same terms and conditions that exist today in the current pension plan.

**SECTION 2.** Through December 31, 2019, the Company shall maintain a "401(k) plan" to which employees covered by this Agreement may make pre-tax salary reduction contributions ("401(k) Elective Deferrals"). The Company shall not be liable for any unpaid 401(k) contributions relating to service prior to the effective date of Samuel Adams Brewing Company's purchase of the brewery. This Section 2 is hereby eliminated effective January 1, 2020.

**SECTION 3.** Effective January 1, 2020 and during the remaining term of this Agreement, the Company shall cause the 401(k) Plan to be amended to provide an annual Company matching contribution to be made on behalf of each employee covered by this Agreement that is equal to:

- (i) 100% of the first \$1,000 contributed by such employee as a 401(k) Elective Deferral for such plan year plus,
- (ii) 50% of all additional 401(k) Elective Deferrals made by such employee for such plan year.

Only 401(k) Elective Deferrals up to 6% of the employee's compensation for the plan year will be matched.

During January 2020, the Company will pay each active member of Teamsters Local Union 1199 covered by this Agreement that was hired prior to April 7, 2019, a \$5,000 lump-sum bonus (less applicable withholdings). The Company shall cause the 401(k) Plan to be amended to authorize such bonus to be electively deferred into the 401(k) Plan, subject to limits under applicable law. Should members elect this option, the Company match described in this Section 3 (i) and (ii) above, will apply toward the annual Company match.

Employees will have access to AYCO Personal Financial Coaching who are employed upon the effective date of this agreement through the term of this agreement.

**SECTION 4. Direct Stock Purchase Plan**

To the extent that the Company offers a direct stock purchase plan through its transfer agent, all regular employees will be eligible to participate in the plan. The Company will, at an employee's request, provide for automatic payroll deductions to facilitate participation.

**SECTION 5. Early Retirement Option**

At the request of the Union an employee nearing retirement may request the Company and the Union to discuss a retirement agreement regarding the company's partial payment of COBRA insurance until the employee reaches the age of 65.

**ARTICLE TWELVE – BENEFITS**

**SECTION 1.** (a) The Group Benefit Program shall provide the following benefits:

FOR EMPLOYEES:

Life Insurance	\$50,000
Accidental Death & Dismemberment	\$50,000
Sickness & Accident	\$600 per week

Benefits to a maximum of 26 weeks (starting first day of injury or hospitalization)

Employees who are off work due to a work-related injury or Sickness & Accident will have their benefits paid for and maintained at the Company's expense for 6 months. For Clarification this includes no weekly premiums.

**SECTION 1 (b)** Medical, Dental, and Optical

Effective April 1, 2019, the Employer shall contribute to Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Fund") for each employee performing work covered under this agreement, who has been on the payroll for 30 calendar days as follows:

Effective April 7, 2019, the Employer shall contribute the amount required to maintain the plan of benefits, for each employee choosing single coverage and for each employee choosing family coverage. Effective March 24, 2019 employees with single coverage shall reimburse the employer 20% per week and employees with family coverage shall reimburse the employer 12% per week for their portion of the total cost. The reimbursement shall be via payroll deduction "Section 125 Plan".

Effective March 29, 2020, the Employer shall contribute the amount required to maintain the plan of benefits, for each employee choosing single coverage and for each employee choosing family coverage. Effective April 1, 2020 employees with single coverage shall reimburse the employer 20% per week and employees with family coverage shall reimburse the employer 13% per week for their portion of the total cost. The reimbursement shall be via payroll deduction "Section 125 Plan".

Effective March 28, 2021, the Employer shall contribute the amount required to maintain the plan of benefits, for each employee choosing single coverage and for each employee choosing family coverage. Effective April 1, 2021 employees with single coverage shall reimburse the employer 20% per week and employees with family coverage shall reimburse the employer 14% per week for their portion of the total cost. The reimbursement shall be via payroll deduction "Section 125 Plan".

Effective each March or April renewal thereafter, of 2022, 2023 and 2024 the Employer shall contribute the amount required to maintain the plan of benefits, for each employee choosing single coverage and for each employee choosing family coverage. Effective April 1, 2022 employees with single coverage shall reimburse the employer 20% per week and employees with family coverage shall reimburse the employer 15% per week

for their portion of the total cost. The reimbursement shall be via payroll deduction "Section 125 Plan".

The Trust Agreement of the Central States, Southeast and Southwest Areas Health & Welfare Fund is incorporated by reference into this agreement and the Employer agrees to be bound by that agreement. Contributions shall not be owed on part-time, casual, or seasonal employees except contributions will be owed on part-time employees who generally work 24 hours per week or more after the employee has been on the payroll for 30 calendar days.

**Long-Term Disability Plan:**

- \*) 180-day elimination period (26 weeks). This means the benefit would start once the STD benefits were exhausted.
- \*) Benefit amount of \$600 per week.
- \*) Permanently and Totally Disabled for own occupation for first two years, then permanently and totally disabled for any occupation.
- \*) Benefits are available for non-occupational injuries or illnesses (if it is a Worker's Compensation claim, there would be no benefit for LTD)
- \*) Offset is applied. If employee receives other "disability" earnings (i.e. Social Security) but a minimum benefit of \$100 is still available if the employee is approved for SS Disability Benefits.

**SECTION 2.** The Employer's contribution amount will cover the full cost of the weekly premium required to be paid to the Fund for an employee to support Health and Welfare Plan NS coverage excluding Retiree Health Plan benefits. Each employee covered by this Agreement who has been on the payroll for more than 30 calendar days shall be required to pay the amount of weekly premium that is listed in Section 1 by authorizing a payroll deduction for such amount from his pay during each week, or if the employee does not have any or sufficient wages during such week from which a deduction can be made, at the Employer's discretion by paying such amount weekly directly to the Employer or by authorizing a payroll deduction for such amount from his pay in a subsequent week (s).

**SECTION 3.** Contributions shall be paid for any period an employee is entitled to receive compensation, including show-up pay, overtime pay, holiday pay, lay-off pay vacation pay, or back pay. If an employee is absent because of illness or off-the-job injury and notifies the Employer and provides the necessary documentation of such absence, the Employer shall continue to make the weekly contributions for a period of not to exceed twenty-six (26) weeks, provided such employee has paid his share of the weekly premium cost as set forth in Section 1. If an employee is not receiving any compensation due to an absence caused by an on the job injury, the Employer shall continue to pay contributions until such time as the employee returns to work; however, such contributions shall not be paid for a period of more than twenty-six (26) weeks. The Employer agrees to bear the responsibility for the full contribution regardless of whether the Employer can collect co-pays from employees.

**SECTION 4.** Employees who choose family coverage will be required to complete a form stating whether the employee's spouse is eligible for medical coverage from his/her employer. If the employee's spouse is eligible but does not enroll in their employer's medical plan, the employee will be required to make an additional payroll deduction in addition to that required by Section 1. The additional payroll deduction is \$15.00 per week.

The coverage required to be taken by the spouse to avoid this additional charge will be the family contract if there are dependents other than the spouse covered by the plan, or single coverage if the spouse is the only dependent. In some cases, the employee's spouse may have to wait for an open enrollment period to enroll in the employer's medical plan. If so, the employee's spouse would not be considered eligible for medical coverage until that time. If the spouse is required to pay more than 50% of their health care premium, the Company would not consider that plan an "employer's medical plan" for purposes of this section.

**SECTION 5.** Effective April 1, 2007, eligible employees with dependents who had previously waived the coverage under the United Health care plan and who continue to waive coverage under Central States will receive an annual bonus equal to \$161.00 per month. After April 1, 2007, no other employees will be allowed to waive coverage. Employees who wish to waive coverage pursuant to this provision must furnish proof that they have other coverage.

**SECTION 6.** The Employer shall have the right in its sole discretion to withdraw from the Fund effective upon the expiration of the Agreement.

Employees who are off work due to a work related injury or Sickness & Accident will have their benefits paid for and maintained at the Company's expense for six (6) months. For clarification this includes no weekly premiums.

**SECTION 7.** Retiree Health Care Benefits prior to eligibility for Medicare:  
Coverage, Benefits, and Eligibility Rules:

In regard to Retiree Health Plan Coverage, the Teamsters will be allowed to continue coverage at their retirement, but the retiree is responsible for the full cost of their insurance after they have retired.

- A Teamster who retires from the Company with a minimum of ten (10) years of employment with the company and a minimum age of 57 on his date of retirement would have the opportunity to choose one of the two options shown below:

**Option 1.** He/she could elect to accept the regular C.O.B.R.A. coverage under the same plan of benefits that covers the active employees for a maximum of 24 months. The cost for this option would be the same as the employer is obligated to contribute for active employees.

Option 2. He/she could elect to accept the Central States Retiree Health Plan benefits (Plan R4) until the retiree becomes eligible for Medicare. The C.O.B.R.A. contribution rate for Plan R4 is set by the Central States Board of Trustees on April 1<sup>st</sup> of each year. See the attached 2006 - SPECIAL BULLETIN - 2006-02 which indicates the current cost for the Retiree Plan R4 is \$141.00 per person (\$282.00 to cover Retiree plus spouse) per week. This amount is subject to change on April 1, 2007 and each year thereafter. The retiree would make the contributions directly to Central States Health and Welfare Fund.

The Retiree Health Plan R4 is a slightly different plan of benefits than the plan for the active employees. Please note that the Plan R4 does not provide coverage for dependent children.

This Fund must be notified of the retiree's election to accept Plan R4 within 60 days after his date of retirement. The Plan R4 coverage must be made so that the coverage is retroactive to the first day after his last day of "active" plan contributions. In other words, there can be no gap in coverage.

When a retiree reaches eligibility for Medicare, his spouse's eligibility for Plan R4 would end at the same time unless the spouse had been covered by the R4 Plan for less than 36 months in which case the spouse could continue Plan R4 coverage until 36 months from the member's date of retirement (or the spouse's eligibility for Medicare - whichever comes first). If the spouse becomes eligible for Medicare before the member, then the spouse's eligibility for coverage under Plan R4 would cease at that time.

If the employer would withdraw from Central States in the future, all existing Retirees would lose eligibility for coverage at the same time as the active employees last date of coverage.

- Employees who do not meet the minimum age 57 and 10 years of service requirement would only be offered the "Option 1" shown above.
- Central States does not offer a Medicare supplement plan.

**SECTION 8.** Medicare Supplement:

In order to be eligible for retiree health care benefits provided by the employer:

- 1 . An employee must have worked for the Company at least twenty years immediately preceding their retirement or disability retirement, and
- 2 . Must be eligible for Medicare benefits under the Social Security Act, and

- 3 . Must have been enrolled in the Company's group medical insurance plan for a minimum of 5 years immediately preceding their retirement or disability retirement and
- 4 . Must have voluntarily retired from the Company or have become permanently disabled.

For those individuals who meet each of the above requirements, the Company will pay each employee \$88.20 per month, effective March 15, 2017, to supplement the individual's Medicare benefits. The amount of the monthly contribution will be adjusted on an annual basis beginning May 6, 2017, and each May 6 thereafter, by a percentage that equals the percentage change in the Consumer Price Index, all Urban Consumers for Cincinnati, 1982-1984=100 for the immediately preceding calendar year.

For purposes of this policy, disability means: (1) that the Company has determined, in its discretion, on the basis of such evidence as it determines to be satisfactory, that the employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or be of long-continued and indefinite duration; or (2) that the Social Security Administration has determined that the employee is entitled to a Social Security disability benefit.

(a) Effective April 2, 1990 retiree group insurance coverage and any required contributions shall be in accordance with this section which is attached hereto and incorporated herein.

(b) An employee who is permanently and totally disabled who meets the requirements of Section 8 will continue to be covered in the full amount of his Life Insurance until age sixty-five (65), at which time it will be reduced to \$1,500.00: At age sixty-five (65), the life insurance coverage of all retired employees will be \$1,500.00.

**Section 9.** The Company will offer a Wellness Incentive Program for Teamsters and their spouses during the term of this agreement. Each year the program will be designed to encourage participants to participate in wellness activities and thereby earn discounts to their benefits contribution. The incentives will be no less than a 5% reduction in payroll deductions for members enrolled in the single benefit level and a 10% reduction for members enrolled in the family benefit level.

## **ARTICLE THIRTEEN - JOB ASSIGNMENTS**

**SECTION 1.** The Employer shall have the right to utilize employees across department lines, as needed.

It is understood that this includes situations where packaging employees will finish the kegging production run. It is also understood that the Company has the right to utilize the packaging employees on 2<sup>nd</sup> shift to run 2<sup>nd</sup> shift kegging as needed.

In the event the Company chooses to use packaging employees for 2<sup>nd</sup> shift kegging and to “run out” the keg line, then the Company will train packaging employees on the keg line through use of a volunteer list. In the event no packaging employees volunteer the Company will train by order of reverse seniority.

The parties agree that employees may be utilized across departmental lines when their job is not being performed to clean, crush bottles (BRC), sort and replace temporary employees.

**SECTION 2.** No employee shall be assigned to a job in another department if such assignment would directly cause the layoff of an employee in that department or would disallow Brew house employees from the opportunity to work additional hours on day shift. No employee shall be assigned to a job in another department if there are employees in that department laid off because of a lack of work, except in the event of emergencies, unforeseen production demands, or if the assignment is for no more than four hours in any one day.

**SECTION 3.** In assigning employees across departmental lines, the Employer will attempt to assign the least senior available employee, but may assign any employee as determined necessary in accordance with production and operation requirements.

**SECTION 4.** No employee shall be required to accept a permanent assignment in another department.

**SECTION 5.** The Company has determined that Lead positions are a key factor in the operation of the brewery and will fill the positions as follows. This does not apply to the Keg Line Lead.

Lead positions are as follows:

- Maintenance (1)
- Shipping (1)
- Packaging (3)
- Brewing (3) plus one additional if four crews are used

Lead positions will be posted and filled annually (January 1) by the most qualified candidate as determined by the company. Seniority will be the determining factor in cases of equally qualified candidates. The employer’s decision shall be final unless it is arbitrary, discriminatory, or capricious.

The Lead will be required to perform all job responsibilities as outlined in the job description.

The position will be paid \$1/ hour above normal department wages as outlined in the contract. Example Packaging Lead get \$1 more per hour over the packaging rate.

If an employee fills in for a Lead for two (2) or more hours, then the employee will receive the additional \$1 per hour.

Leads may be forced or volunteer for overtime under the same overtime rules as other bargaining unit members. By nature of being a Lead he/she is not exempted from daily or extra day overtime worked by other bargaining unit members in his/her department.

In addition, Leads may be forced to work overtime in a Lead role.

The Lead will report to the Supervisor/Manager of their work area.

Leads will not discipline employees or make decisions on discipline.

Leads will not be a shop steward.

Leads will pick vacations from the vacation schedule for their group. They will not have their own vacation schedule.

Employees cannot be a Lead and hold a bid position in the Brewing Department.

Lead shift selection will be determined by seniority among the selected Leads for that department. Except for the Maintenance Lead and Shipping Leads who must be able to hold by seniority the shift that he/she has the seniority to hold at the time of the January award.

If a suitable employee is not identified for the Lead position, it may remain unfilled at the sole discretion of management.

## ARTICLE FOURTEEN- WAGES

**SECTION 1.** For employees hired prior to the effective date of this Agreement, and who have at least two years of service as of the effective date of this Agreement, wages shall be paid at not less than the following minimum hourly rates for forty (40) straight-time hours when worked in a work week as follows:

	2019	2020	2021	2022	2023	2024
Regular Employee	\$26.39	\$27.04	\$27.69	\$28.39	\$29.09	\$29.79
Mechanic A	\$28.73	\$29.38	\$30.03	\$30.73	\$31.43	\$32.13
Mechanic B	\$28.38	\$29.03	\$29.68	\$30.38	\$31.08	\$31.78
Mechanic C	\$28.13	\$28.78	\$29.43	\$30.13	\$30.83	\$31.53
Mechanic Lead	\$30.41	\$31.06	\$31.71	\$32.41	\$33.11	\$33.81

The annual pay increase will go into effect the last Monday in March of each year. This premium as stated in Article 13 Section 5 is not applicable to the Mechanic Lead role rates as noted above.

For employees hired subsequent to the effective date of this Agreement, and for employees with less than a year of service as of the effective date of this Agreement, wages shall be paid at not less than the following minimum hourly rates for forty (40) straight-time hours when worked in a work week as follows:

This rate does not apply to new hires in the Maintenance Department.

Hire date	\$ 16.00
3 months	\$ 17.00
6 months	\$ 18.00
12 months	Full Rate

**SECTION 2.** In addition to the wages specified above, the wage supplement set forth hereinafter shall be paid to the employee(s) performing the following jobs while working eight or ten-hour work schedules: Brewhouse Operator, Wort Cooler Operator, Cold Process Operator (trained on 3: filtration, fassing, tank CIP, centrifuge). Effective upon ratification \$.30 cents per hour.

**SECTION 3.** Brewing Department employees who regularly work on the 12-hour work schedule on the A and B Day crew will receive a fifty (\$.50) cent per hour premium. Employees who regularly work on the C and D night crew will receive a seventy (\$.70) cent per hour premium. No additional shift differential will be paid to employees assigned to work a twelve (12) hour schedule.

Crew premiums will be added to the base pay for purposes of overtime calculation.

## **ARTICLE FIFTEEN- GRIEVANCES AND ARBITRATION**

**SECTION 1.** (a) Grievances by individual employees relating to the interpretation or application of this Agreement shall first be taken up by the employee affected with his Supervisor or by the Shop Steward with the Supervisor. Such grievances shall be initiated within not more than thirty (30) calendar days after the occurrence which gave rise to the grievance.

(b) If they fail to arrive at a mutually satisfactory agreement within not more than five (5) regular working days, the matter shall be reduced to writing specifying the Article and Section(s) violated and then referred for a meeting between the Department Manager/and or Company representative, the grievant and the shop steward within ten (10) working days.

(c) Within ten (10) working days after the meeting referenced in Section 1 (b), the Company will provide a written response on the grievance to the Union.

(d) If the written response does not resolve the grievance, within ten (10) working days the Union President or a designated representative of the Union will attempt to resolve the grievance with the Employer's representative.

(e) If a mutually satisfactory agreement is not arrived at by the parties, the matter may be submitted to Arbitration. Such request must be made within ten (10) working days.

**SECTION 2.** Grievances which have been properly processed in a timely fashion in accordance with Section 1 of this Article and not resolved may be submitted to arbitration before an arbitrator. The parties may first attempt to select an arbitrator by mutual agreement or, the parties may select an arbitrator by alternately striking names from a panel furnished by the Federal Mediation and Conciliation Service until one name remains. The decision of the Arbitrator shall be final and binding upon the parties.

It is understood and agreed upon by the both parties that the parties may mutually agree upon an Alternative Dispute Resolution procedure.

**SECTION 3.** All time limits set forth above may be extended by mutual consent.

**SECTION 4.** The costs of arbitration shall be borne equally by the Parties.

**SECTION 5.** The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement. No back pay shall be awarded by the Arbitrator for the period antedating the presentation of any grievance where such grievance was not presented within thirty (30) calendar days from the date of the occurrence which gave rise to it, but in such cases back pay may be awarded from the date of the presentation of the grievance provided it was presented within the time limitations specified in Section 1 of this Article.

**SECTION 6.** In the event that one Party is in default in the performance of the obligations imposed upon it under this Article, or refuses to comply with a decision of the arbitrator made in accordance with the terms hereof, as the case may be, within three (3) days after its receipt, said Party shall forfeit its case and, in such event, in addition to whatever other remedies may be available to the Party not in default, the no-strike, no-lockout provisions of this Agreement shall not be binding upon the Party not in default.

**SECTION 7.** In determining to discipline an employee, the Employer shall consider the employee's record only for a period of 12 months preceding the disciplinary action being contemplated. The Employer may, however, consider regardless of date of occurrence any past suspension or violation of the Employer's drug and alcohol policy.

## **ARTICLE SIXTEEN - STRIKES AND LOCKOUTS**

**SECTION 1.** The Union agrees not to call, conduct, ratify or approve a strike or work stoppage of its members during the life of this Agreement, and the Employer, as named herein, agrees not to lock out its employees during the life of this Agreement. The closing of the plant or any part thereof or the curtailing of any operations for business reasons shall not be construed as a lockout. For the purposes of this Section the Union shall be deemed to have called, conducted, ratified or approved a strike or work stoppage when

it's Executive Committee or membership shall have by official action called, conducted, ratified or approved same. The effect of this Paragraph is that any strike or work stoppage during the life of this Agreement is an unauthorized strike or work stoppage and the employees engaging in such unauthorized strike or work stoppage are subject to the provisions contained in Sections 2, 3, and 4.

**SECTION 2.** In the event of a strike or work stoppage by any Union members within the bargaining unit, not authorized by the Local Unions, the Local Union or Unions whose members are involved therein will, within twenty-four (24) hours (after notification by the Employer by registered mail or personal messenger that a strike is in progress, which notice for the purposes herein may be served upon the President or any officers of the Local Union) inform its members by public notice posted in the affected plant and by advice delivered to them directly that the strike or work stoppage is unauthorized, and will direct the members involved to terminate it forthwith. The respective Local Unions shall not be liable for any act of omission or commission on the part of employees who are not members of the Union.

**SECTION 3.** Any employee instigating or engaging in an unauthorized strike or work stoppage shall be subject to discharge or other discipline within the discretion of the Employer, in which event the sole recourse of said employee and of the Union under this Agreement shall be the use of the grievance procedure for the restricted purpose of establishing whether such employee did in fact instigate or engage in such unauthorized strike or work stoppage.

**SECTION 4.** If the Local Union or Unions whose members are involved take the action as provided in Section 2 of this Article the Employer agrees that it will not bring action against such Local Union or Unions to establish responsibility for such unauthorized strike or work stoppage and such Local Union shall be relieved of all responsibility therefore.

**SECTION 5.** If the Local Union does not comply with the requirements of Section 2 relating to the handling of unauthorized strikes, then such Union shall be liable for its acts under the Labor-Management Relations Act of 1947, and the Employer does not waive any of his rights that he might have, for proper relief as may be granted by a court of competent jurisdiction, under said act.

## **ARTICLE SEVENTEEN – UNION ACTIVITIES**

**SECTION 1.** Any member of the Union shall have the right to layoff from his work in case he has some business to attend to for the Union. S/he must, however, notify the foreman at least twelve (12) hours in advance of the necessity to layoff, and inform him/her of the probable length of his absence except on the special request of the Employer by the President of the Local Union No. 1199. An employee now holding elective Union office, or who may hereinafter be elected to such office, which requires his/her absence from the Employer's service shall, upon his/her retirement from such office, be reinstated in his former position without loss of seniority and shall be credited

with accumulated seniority for the period which s/he occupied in such elective Union office.

**SECTION 2.** All cases of complaint of abuse of authority brought against the employees acting as foremen or heads of departments shall be adjusted by the Employer in the presence of the President or Secretary-Treasurer of the Union.

**SECTION 3.** The Employer shall during the term of this Agreement be considered as a Union firm and shall on all occasions be upheld as such by the Union and upon demand of the Employer a letter establishing this fact shall be sent by the officers of the Union to any person or union in the country designated by said firm.

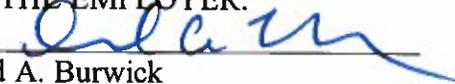
### **ARTICLE EIGHTEEN – DURATION AND TERMINATION**

**SECTION 1.** This Agreement shall be effective as of April 7, 2019 and shall continue in full force and effect to and including April 7, 2025 and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year after April 7, 2025.

**SECTION 2.** Should any part hereof or any provision herein contained be rendered or declared illegal, or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, including the National Labor Relations Board, said invalidation shall not effect the remaining portions hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this seventh day of April 2019.

FOR THE EMPLOYER:

By:   
David A. Burwick  
President and CEO

FOR TEAMSTERS L.U. 1199

By:   
Randall Verst, President

**Letter of Understanding**

The Company will restrict temporary service employees from operating the following equipment. They include Depal, Filler, Labeler, Packer, Palletizer, and forklift.

When Temporary employees are used on the 3<sup>rd</sup> floor they will be accompanied by a bargaining unit member.

Before a temporary employee is used on the Vantage the Company will offer the additional work to a Union employee by sign up sheet. The Company is only obligated to contact employees who have signed the volunteer overtime sign up document. Agree to continue the side letter on vacations in its current terms for the length of the contract unless ended by either party prior to vacation selections.

Company



Union



**Continuous Development Program**

The union and company agree to negotiate, in good faith, the creation of a Continuous Development Program. Due to importance, and complexity, of creating such program the union and the company recognize that this is too time consuming to be completed during the time frame of normal contract negotiations. Absence mutual agreement the current contract language will prevail. This program may include, but is not limited to:

- Job training programs
- Employee qualifications assessments
- Compensation based on skill level achieved
- Employee evaluations/reviews
- Employee coaching and mentoring
- On the job training
- Job rotation

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