

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**Brother Justus Whiskey Company**  
**And**  
**UNITE HERE LOCAL 17 AFL-CIO**

**July 24, 2023 through July 23, 2026**

**ARTICLE 1**  
**RECOGNITION AND PURPOSE**

Section 1.1 Collective Bargaining Agreement. This Collective Bargaining Agreement (“CBA”) is made and entered into by and between BROTHER JUSTUS WHISKEY CO., 3300 5<sup>th</sup> St NE Suite B, Minneapolis, MN 55418 (“Brother Justus”) and UNITE HERE Local 17 AFL-CIO, 312 Central Ave SE # 444, Minneapolis, MN 55414 (“Union”). Brother Justus and the Union are referred to in this CBA each, individually, as a “Party” and, collectively, the “Parties”.

Section 1.2 Purpose. The purpose of this CBA shall be to achieve mutual understanding, harmony and cooperation among the Union, Brother Justus, and Brothers Justus’ front of house and production employees working within the classifications set forth in Appendix A of this CBA (“Employees”); to provide sound working conditions for the Employees; to secure a prompt and fair disposition of grievances; to eliminate all interruptions of work and interference with the efficient operation of Brother Justus; to obtain maximum efficiency in the establishment; to assure excellent customer relations and service; and to set forth the CBA covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this CBA.

Section 1.3 Copies of CBA. In the best interest of good labor relations between Brother Justus and the Union, it is agreed that two (2) copies of the CBA will be furnished to Brother Justus to be signed by the Union and Brother Justus, one (1) to be retained by Brother Justus and the other copy to be signed and returned to the Union office.

Section 1.4 Recognition. Brother Justus recognizes the Union as the sole and exclusive bargaining agent for regular full-time and part-time Employees within the classifications set forth in Appendix A of this CBA.

Section 1.5 Respect and Dignity. The Union and Brother Justus recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union and Brother Justus will work together to honor the principles of respect and dignity.

Section 1.6 Language. Brother Justus recognizes the right of Employees to use the language of their choice when during work hours provided that such conversations are conducted in a manner that is respectful of guests and other Employees and is consistent with quality guest service.

Section 1.7 Non-Discrimination. Brother Justus and the Union agree that there shall be no discrimination against any Employees because of race, creed, color, sex, sexual orientation, marital status, familial status, gender identity or expression, religion, national origin, age, or disability, or other protected status, in contravention of the provisions of federal, state or local law. This Non-Discrimination clause shall comport with the applicable provisions of the Americans with Disabilities Act, Title VII, the Civil Rights Act of 1991, and other applicable federal, state and local laws. Any disputes under this Article as well as with all other Articles of this CBA shall be subject to the grievance procedure.

**ARTICLE 2**  
**COMPLETE AGREEMENT**

Section 2.1 Complete Agreement. The express provisions of this CBA constitute the complete collective bargaining contract which shall prevail between Brother Justus and the Union with respect to wages, hours of work, and other conditions of employment outlined in this CBA. This CBA can be added to, detracted from, altered, amended or modified only by a written document signed on behalf of the Parties by their duly authorized agents and representatives.

Section 2.2 No Vested Interest Acquired by Employees. Employees shall acquire no vested interest in the rights or benefits granted herein which are not subject to being changed, revised or divested, in accordance with this CBA or any subsequent revisions or terminations. All rights or benefits which Employees acquire under the terms of this CBA shall extend only for the duration of this CBA and shall then terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause of this CBA.

### **ARTICLE 3** **UNION RIGHTS**

Section 3.1 Union Recognition. Brother Justus recognizes the Union as the duly certified bargaining agent of those Employees covered by this CBA. Brother Justus agrees not to enter into any agreements or contracts with its Employees, individually or collectively, which conflict with the terms and provisions of this CBA.

Section 3.2 Union Shop. It shall be a condition of employment for all Employees covered by this CBA that all Employees who are members of the Union on the effective date of this CBA shall remain members of the Union or pay fees in lieu thereof. Furthermore, any of these Employees who are not members of the Union on the effective date of this CBA shall, on or after the thirty-first (31<sup>st</sup>) calendar day of the effective date of this CBA, become and remain members of the Union or pay fees in lieu thereof. It shall also be a condition of employment that all Employees covered by this CBA and hired on or after its effective date shall, on or after the thirty-first (31<sup>st</sup>) calendar day of their employment, become and remain members of the Union or pay fees in lieu thereof.

Section 3.3 Checkoff and Deductions. Brother Justus shall checkoff uniform monthly Union dues and initiation fees and/or other required fees in a manner according to procedures agreed upon between the representatives of both Parties, upon receipt of the written authorization form to deduct union dues or fees signed by the Employee. Deductions for checkoff shall be submitted to the Union by the tenth (10<sup>th</sup>) of each month, but in no event, later than the fifteenth (15<sup>th</sup>) of the month. New enrollment forms will be sent to the Union with the monthly billings.

In the event Brother Justus is delinquent (i.e., the 15<sup>th</sup> of each month following the month for which the dues were withheld) in submitting the deductions to the Union, the Union shall not be obligated to invoke or exhaust the Grievance or Arbitration Procedures set forth in this CBA prior to initiating action for legal or equitable relief.

In addition to the principal amount owed, Brother Justus shall be liable for four percent (4%) interest per annum, on a pro-rata basis, on the delinquency and reasonable attorneys' fees and costs

incurred in the collection of the delinquency, provided the Union gives Brother Justus at least fourteen (14) calendar days' written notice of default and the opportunity to cure the default during the fourteen (14) calendar day period before Brother Justus would incur any of the additional liabilities.

Section 3.4 Maintenance of Check-Off. Brother Justus shall adhere to the provisions in each dues check-off authorization agreed to by the Employee regarding automatic annual renewal of the authorization and the provisions agreed to by the Employee regarding revocation of the authorization only during annual window periods, irrespective of the Employee's membership in the Union.

Section 3.5 Electronic Authorizations. The Union will provide to Brother Justus verification that dues deductions have been authorized by the Employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

Section 3.6 Employee Information. Upon the Union's request, Brother Justus shall provide to the Union an updated electronic bargaining unit list of Employees including name, address, telephone number (home and mobile), email address, work hours, classification, date of hire, and seniority date. Such information must be provided to the Union within ten (10) calendar days following Brother Justus' receipt of the Union's request.

Section 3.7 New Employee Orientation. Brother Justus will schedule thirty (30) minutes for a Union representative and/or shop steward to meet with the newly hired Employees within the first month of employment to discuss the rights, obligations and benefits of the Employee's employment with Brother Justus.

Section 3.8 Employer Neutrality. Brother Justus will maintain a neutral approach to whether Employees join the Union. Brother Justus, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to Employees joining the Union.

Section 3.9 Union Posting. Brother Justus agrees to provide space for the posting of all Union communications in a conspicuous area frequented by Employees.

Section 3.10 Union Stewards. Brother Justus recognizes the right of the Union to conduct an election or select from among the Employees who are members of the Union, a Chief Steward/Steward(s) to handle such Union business at the shop as may from time to time be delegated to them by the Union. The name of such Chief Steward/Steward(s) shall be reported to Brother Justus. Union Chief Steward/Steward(s) employed by Brother Justus shall be required to fulfill their obligations to Brother Justus and to perform their job duties as any other Employee covered by the CBA and shall not interrupt Employees while they are working. Union Stewards shall conduct all Union business on unpaid time unless required by Brother Justus to attend a meeting.

Section 3.11 Union Visitation. Union representatives and officers shall be privileged to visit the premises of Brother Justus for the purpose of ascertaining that the provisions of this CBA are being observed and/or conferring with Employees covered by this CBA. The Union representative shall inform Brother Justus of their visits prior to entering Brother Justus and shall provide at least six (6) hours' notice to Brother Justus. This notice shall include the name of the authorized representative(s) who will enter the premises. Brother Justus shall not unreasonably deny access to Employee break areas or non-working or guest/customer areas during all working hours for the above-stated reasons. Such visits shall not interfere with the operations of Brother Justus or the performance of the Employees' duties.

Section 3.12 Union Buttons. All Employees shall be permitted to wear official union button(s) and/or official steward button. The Union shall furnish Brother Justus (in advance of being worn) samples of all buttons deemed to be "official" for purposes of this Section.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Section 4.1 Management Rights. Management of the facility, operations, and workforce covered by this CBA are vested exclusively in Brother Justus, except as expressly limited by the specific provisions of this CBA or past practice.

Brother Justus shall continue to have all sole and exclusive rights customarily reserved to Brother Justus, including but not limited to the right to: hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, and discharge; relieve employees from duty because of lack of work or other proper reasons; establish rules pertaining to the operation of the facility and permissible conduct of employees; schedule operations, shifts, and all hours of work; assign, direct, designate, and schedule duties, including overtime work; determine appropriate staffing levels, including whether to fill vacant positions; select the tools, equipment, and materials to be used; control all Brother Justus property; decide all work methods, techniques, and processes, as well as the methods of selling, distributing, and providing all products and services; to close part or all of the facility covered by this CBA, or to sell, relocate, transfer work from, or in any other way dispose of or alter such facility and the work performed therein; make technological improvements and install or remove equipment, including labor-saving devices or machines, regardless of whether or not such action causes: (a) a reduction in the number of employees, (b) a transfer of employees, or (c) the elimination of bargaining unit titles or jobs or the assignment of additional or different duties; select supervisory personnel and control their conditions of employment; plan, control, direct, form, discontinue, consolidate, or reorganize any department facility; and designate work to be subcontracted and select subcontractors.

The above-mentioned rights are not all-inclusive, but merely indicate the types of rights that are reserved to Brother Justus. It is understood that the rights, power, and authority held by Brother Justus prior to the signing of this CBA, whether exercised or not, are retained by and remain exclusively with Brother Justus, except as expressly limited or modified by the specific provisions of this CBA or past practice. Except as otherwise specifically provided in this CBA, Brother Justus retains all the rights and functions of management that it has by law or past practice.

This CBA constitutes the entire agreement between the Parties relating to wages, hours, and other terms and conditions of employment and concludes all collective bargaining for its term. The Parties hereby agree that they have had the unlimited opportunity during the negotiations, which culminated in this CBA, to discuss and negotiate all subjects of bargaining.

Section 4.2 No Waiver. The exercise or non-exercise of rights hereby retained by Brother Justus shall not be deemed a waiver of any such right or prevent Brother Justus from exercising such rights in any way in the future.

**ARTICLE 5**  
**NO LOCKOUT/STRIKE**

Section 5.1 No Lockout. During the term of this CBA, and any extension thereof, there shall be no lockout by Brother Justus.

Section 5.2 No Strike. During the term of this CBA, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no sympathy strike, boycott, picketing, work stoppage, slowdown or any other type of organized interference, coercive or otherwise, with Brother Justus' business. This does not prohibit workers from refusing to cross a sanctioned picket line that has not been deemed unlawful by the NLRB.

Section 5.3 Jurisdictional Dispute. It is agreed that any jurisdictional dispute between any union or unions involved with this CBA shall not result in or interfere with the business of Brother Justus in any manner.

**ARTICLE 6**  
**PRODUCTIVITY AND COOPERATION**

Section 6.1 Union and Management Cooperation. The continued success and operation of Brother Justus' business is recognized as dependent upon delivery of excellent services to Brother Justus' visitors and customers. The Union agrees to cooperate with Brother Justus in maintaining and improving safe and sanitary conditions and practices, and in maintaining, safeguarding and conserving the equipment, supplies, materials, vehicles, machinery, buildings and other property used by Employees in connection with their work assignments.

**ARTICLE 7**  
**PAY AND GRATUITIES**

Section 7.1 Wages. Wages shall be paid in accordance with schedules covering wage scales as set forth in Appendix A. Wages shall be paid in accordance with Brothers Justus' existing payroll periods, but no less than every two (2) weeks.

Section 7.2 Statement of Wages. Brother Justus shall give each of its Employees at the time of payment of wages, a statement showing name of Brother Justus, name of Employee, hours worked at straight-time pay, hours worked at premium or overtime pay, rate(s) of pay, PTO pay, holiday pay, PTO accrual, and authorized deductions.

Section 7.3 Minimum Rates – Merit Pay. Brother Justus may, at its sole discretion, pay in excess of the minimum wage scales. The Union shall be notified of all merit increases for Employees and the reason for the increase.

Section 7.4 Higher Rate. An Employee shall be paid the higher rate of pay for all work performed in a higher job classification and shall be paid the lower rate for all work performed in a lower paid job classification. This shall not apply where the change in job classification may be considered a minor factor, or is unscheduled, infrequent, of short duration, or is due to an emergency.

Section 7.5 Gratuities/Service Charge. Payment of all gratuities shall be in accordance with local, state and federal law.

All gratuities shall be the sole property of the serving person or persons. Brother Justus shall not require Employees to divide tips, nor shall an Employee be required to pay the tipped service charge on credit cards. If an employee shares tips, it is at the sole discretion of Employee.

Employees shall reimburse Brother Justus tips paid on returned credit card charges provided proof of guest's failure to pay Brother Justus is shown to the Employee.

For house functions, private parties, or ticketed events the Front of House ("FOH") Employees who work that function, private party, or event shall receive a twenty percent (20%) automatic service charge on drinks and event fees and room rental where service is requested.

For all other situations not described immediately above, FOH Employees shall receive a sixteen percent (16%) automatic service charge added to their guest checks and a tip line will be included on the check.

Employees not covered by this CBA will never take or share tips or automatic service charges.

Section 7.6 Promotional Incentives. No Employee shall be negatively impacted by a promotional program that Brother Justus offers to the guests. Brother Justus agrees to inform the Union prior to implementing any new promotional or incentive program.

Section 7.7 Business Costs. Employees shall not have unauthorized deductions made from their checks, nor shall they be required to pay for such business costs as walk-outs, bad checks, incorrect credit card stamps, addition errors, or cash register shortages.

Section 7.8 New Classifications and Combinations. When Brother Justus establishes a new job classification or a combination of two or more job classifications within the scope of this CBA, the Union shall be notified and the rate of pay for the new job classification or combination of job

classifications shall be subject to negotiation with the Union. If the Parties fail to reach an agreement, the matter shall be pursued through the Grievance and Arbitration Procedure in Articles 11 and 12.

Section 7.9 Regular Rate of Pay. It is specifically agreed by the Union and Brother Justus that any meals or uniforms, furnished by Brother Justus to an Employee, shall not be considered as part of the Employee's regular rate of pay for overtime and wage computation purposes within the meaning of applicable state and federal wage and hour law. An Employee's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

Section 7.10 Premium Pay. The minimum rate for a shift with substantial training responsibilities for workers who are not designated leads shall be at least one dollar (\$1.00) per hour over scale

Section 7.11 No Reduction. No present Employee shall suffer a wage reduction or a reduction in fringe benefits through the effect of this CBA. Any currently existing benefit not listed in this CBA are assumed to continue. Notwithstanding the above, Brother Justus may limit or adjust these discretionary fringe benefits if required to do so by law, regulation, or other lawful order.

Section 7.12 Tipped Wage Rate. Tipped Employees will receive the "Tipped Wage Rate" for all hours paid but not worked. The "Tipped Wage Rate" for Servers and Bartenders shall be: The Employee's base wage plus two dollars (\$2.00) per hour.

## **ARTICLE 8**

### **UNIFORMS/EMPLOYEE BELONGINGS**

Section 8.1 Uniforms. Brother Justus shall provide Employees with uniforms as follows: (a) Brother Justus shall provide all FOH Employees with one (1) apron and two (2) shirts; and (b) Brother Justus shall provide all Production Employees with one (1) apron and three (3) shirts. Brother Justus will provide all Employees an annual stipend of up to one hundred dollars (\$100) to purchase boots or non-slip shoes upon receipt of payment for the boots or non-slip shoes.

Employees shall wear uniforms as required by Brother Justus. Uniforms shall be designed and maintained in such a manner as to account for the conditions in which Employees work, the tasks they perform, and safety and health issues. Uniforms will include PPE.

Section 8.2 Employee Belongings. Brother Justus agrees to provide lockers for safekeeping of Employees' personal belongings. Employees shall use these lockers exclusively for keeping their belongings. Nothing in this Article shall be intended to make Brother Justus responsible for the Employee's belongings whether left in a locker or elsewhere.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**



Section 9.1 No Guarantee. This Article is intended to indicate the normal number of hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of the number of days of work per week, or of working schedules. However, this Section is subject to the Article on Seniority.

Section 9.2 Definition of a Standard Workweek. The standard workweek shall consist of forty (40) hours of work. The standard workweek is Sunday to Saturday. Brother Justus' standard workweek for overtime pay computation purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:00 A.M. Sunday through 11:59 P.M. the following Saturday. Brother Justus agrees to notify the Union of any change in the standard workweek. It is understood that Employees shall not be permitted to establish their own work schedules, nor shall they be permitted to work overtime without the specific approval of their supervisor.

Section 9.3 Overtime. All Employees shall receive overtime pay of time and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours per week.

Section 9.4 Overtime Work. Employees shall not be required to work overtime unless it is a business necessity, in which case such overtime shall be offered based on seniority and qualification. If no Employees volunteer to work overtime, it will be assigned by Brother Justus from lowest qualified seniority to most qualified seniority employee.

Section 9.5 No Duplication of Overtime or Premium Pay. There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours worked.

Section 9.6 Work Schedules. Work schedules shall be posted two (2) weeks in advance, although Brother Justus maintains the exclusive right to adjust the posted schedule based on business needs. Any changes or adjustments shall be communicated to the affected Employee(s) as soon as possible.

Section 9.7 Report-in Pay. If an Employee reports for work as scheduled, without prior notice received by the Employee not to so report, the Employee shall receive a minimum of four (4) hours of work or pay in lieu thereof. This provision shall not apply if the Employee requests to leave work before working the specified or agreed to scheduled hours. Employees shall not be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, labor dispute, civil unrest, war, terrorist attack, epidemic, pandemic, quarantine, government action, or to a fire, flood, act of God, or any other condition which is beyond the control of Brother Justus.

Section 9.8 Replacements. Employees shall not be required to provide a replacement for themselves. However, Employees are expected to provide as much advance notice as possible to Brother Justus, taking into account the circumstances that require the absence.

Section 9.9 Discontinuance of Business or Change in Business Operations. If it is necessary to temporarily close down for remodeling or permanently close any part of Brother Justus' business, or if Brother Justus changes the days and/or hours in which Brother Justus' business is open, Brother Justus will give affected Employees a minimum of two (2) weeks' notice unless the cause of the discontinuance of the business or change in days and/or hours of operation is beyond the

control or knowledge of Brother Justus. If Brother Justus fails to give affected Employees the two (2) weeks' notice, and no suitable alternative employment is provided, affected Employees shall receive up to two (2) weeks' pay in lieu of the required notice to be pro-rated by the period of notice actually given. The Parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of Brother Justus in the application of this Section.

Section 9.10 Meal and Rest Breaks. All Employees working eight (8) hour shifts will be allowed one (1) unpaid meal break of thirty (30) minutes. Employees working a shift will also receive one (1) paid, fifteen (15)-minute rest break for every four (4) hours scheduled. Employees who work less than four (4) hours in a workday will not receive a rest break.

Meal periods shall be an uninterrupted thirty (30) minutes for which the Employee is not to be compensated. If Employees are required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period. Employees are responsible for clocking in and out at the beginning and end of each thirty (30)-minute meal period. There will be no automatic deductions of the thirty (30) minutes.

No present Employee shall suffer a wage reduction or be imposed with added hours through the effect of this CBA. Present meal periods shall not be increased in order to defeat the purpose of this Section.

For Employees that are permitted a meal period under this Section, all food consumed during meal periods must be consumed outside the work area and must be consumed in a break area designated by Brother Justus.

Section 9.11 Full-Time Employees. Full-time Employees are Employees who have completed their Probationary Period and who are offered a position that is regularly scheduled to work a minimum of thirty (30) hours per week.

## **ARTICLE 10** **SENIORITY**

Section 10.1 Definition. "Bargaining Unit Seniority" shall mean continuous length of service in the establishment from first day of work, after the Employee completes their Probationary Period, in classifications covered by this CBA. Such classifications are set forth in Appendix A, incorporated herein. Seniority shall be established by being regularly scheduled in the classifications covered by this CBA. Brother Justus will endeavor to maximize the number of full-time positions, based on the Employee's availability.

Section 10.2 Same Start Date. In the event two (2) or more Employees begin work on the same day, a numerical suffix will be attached to the seniority data of such Employees, based on a flip of a coin in the presence of a manager and Union representative. The Employee with the lowest number shall be deemed the most senior.

Section 10.3 Probationary Period – New Employees. Any new Employee shall be employed on a sixty (60) calendar day trial or probationary basis, during which time they may be discharged

without recourse (“Probationary Period”); provided, however, that this Probationary Period will be automatically extended, at the discretion of Brother Justus, an additional thirty (30) days after written notice to the Union and the Employee of such extension. After the Probationary Period, and the extension, where applicable, the Employee shall be placed on the seniority list and their seniority shall then date from the first day of their current period of employment.

Section 10.4 Probationary Period – Change Classification. An Employee who moves to a new classification shall serve a sixty (60) calendar day Probationary Period. During the Probationary Period, Brother Justus may return the Employee to their previously held classification, room and schedule for inability to perform the duties of the new job, or the Employee may elect to return to their previously held classification, room and schedule. Employees so returning to their previous classification shall suffer no loss of seniority in that classification.

Section 10.5 Uses of Seniority. Brother Justus and the Union agree to recognize seniority in the following areas with ability to perform the required work the determining factor:

- A. Lay-off and recall according to Employee’s length of service of their respective job classification;
- B. Scheduling PTO, consistent with established PTO procedures;
- C. Offering and/or requiring overtime, except that servers will be allowed to complete guest service in their respective station (i.e., a server is permitted to finish serving a particular guest at a particular table); and
- D. Promotion or transfer to different classification job opening between equally qualified in-house applicants.

Section 10.6 Bumping. Bumping shall not be permitted except in cases of lay off or reduced hours.

Section 10.7 Classification Seniority. Employees changing classifications shall begin their seniority for scheduling on day of entry into the new classification. During layoffs or reduction in the work force within a classification, an Employee may exercise any accrued seniority in their prior classification to revert to the classification from which they were last transferred, provided the Employee can demonstrate current qualification to perform the work.

Section 10.8 Loss of Seniority. The term “continuous service”, wherever used in this CBA, is the period of time that begins with the Employee’s date of hire (or the effective date of this CBA, whichever is later.) If such service is broken by any of the reasons listed below, continuous service shall commence with the Employee’s most recent hiring date. An Employee’s seniority shall be broken if they:

- A. Voluntarily quit;
- B. Are discharged for just cause;
- C. Have been laid off for a period of one (1) year;

- D. Fail to return from an approved leave of absence;
- E. Take a leave of absence to accept gainful employment elsewhere; or
- F. Are absent beyond the leave of absence period granted due to an illness or disability except in case of injury on the job for which workers' compensation benefits are being paid.

Section 10.9 Job Posting. Brother Justus and the Union recognize that advancement from within is a mutually agreeable goal. Brother Justus agrees to post all job openings for seven (7) calendar days. Job openings will be posted internally through a variety of channels, including via email and via Slack. Any Employee may apply for a job opening. Brother Justus shall take reasonable steps to encourage internal promotion, including offering reasonable training to Employees within the classification. During the first sixty (60) calendar days in a new job, the Employee and Brother Justus have the right to revert the Employee to their previously held position. Any Employee returning to a former classification under this provision will return to their former rate of pay.

Section 10.10 Transfer/Promotion Denial. If an Employee is denied a job transfer or promotion, upon their request, Brother Justus will meet with the Employee to discuss the reasons for the decision and discuss preparing the Employee for future opportunities.

Section 10.11 Cross Training. In an effort to maximize the schedules of all full-time and regular part-time Employees, voluntary cross-training will be developed and utilized. Employees working outside their classification shall be considered "casual" Employees and shall have no seniority rights in such classification unless regularly scheduled. Employees have the right to request a copy of their individual current cross-training record. Brother Justus will ensure that each Employee is made aware of updates to their cross-training record at minimum once per year with the opportunity for the Employee to request details for how changes were decided and for the Employee to ask for feedback on how to expand their cross-trained skills.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

Section 11.1 Grievance Procedure. If a dispute arises between the Parties concerning the performance of an obligation under the terms and provisions of this CBA, an attempt will be made to resolve it under the following grievance procedure ("Grievance Procedure"):

- A. Step 1. The aggrieved Employee is encouraged to first discuss the dispute with the manager or their designee.
- B. Step 2. If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within fourteen (14) calendar days of the Employee's knowledge of the facts giving rise to the grievance, file a written grievance with the authorized representative of Brother Justus. The written grievance shall indicate the specific CBA provision(s) violated and the name(s) of the Employee(s). Either Party may request a meeting at the time of or subsequent to the filing of the written grievance. The meeting shall take place within ten (10) calendar days of the filing of the written grievance.

- C. Step 3. If the grievance is not settled pursuant to Step 2 above, Brother Justus shall issue a decision in writing within fourteen (14) days of the Step 2 meeting.

Section 11.2 Working Conditions While Processing Grievance. During the processing of any grievance through the Grievance Procedure, the Employees concerned, unless suspended or discharged by Brother Justus, will continue to work under the conditions which give rise to the grievance.

Section 11.3 Time Limits. Any grievance not appealed to the succeeding step within the time limits specified in this Article shall be deemed abandoned and not entitled to consideration. If Brother Justus fails to appeal a grievance to the succeeding step within the time limit specified in this Article, such abandonment by Brother Justus shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. If the Union or the Employee fails to appeal a grievance to the succeeding step within the time limit specified in this Article, such abandonment shall be deemed a final, binding withdrawal of the grievance as to the specific facts of the grievance. Abandonment of the grievance by either Party does not affect past practice for future grievances on the same issue. The time limits of the Grievance Procedure can be mutually extended by the Parties. Such extensions of time shall be in writing.

## **ARTICLE 12**

### **ARBITRATION PROCEDURE**

Section 12.1 Request for Arbitration, Time Limits. A grievance will be subject to arbitration only if it is processed through the Grievance Procedure as outlined in Article 11. Request for arbitration must be in writing and must be submitted to the other Party within fourteen (14) calendar days from the date of Brother Justus' written decision in Step 3 of the Grievance Procedure.

Section 12.2 Mediation. After a grievance has been submitted to arbitration, and prior to any arbitration hearing, the Parties may mutually agree to mediate the grievance in an effort to resolve the dispute. The mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) at no cost to the Parties. Brother Justus and the Union shall give good faith consideration to the recommendations of the mediator.

Section 12.3 Selection of Arbitrator. The Parties will select an Arbitrator according to the following procedures:

- A. Selection. If Brother Justus and the Union are unable to promptly agree upon an arbitrator, the Parties shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The Impartial Arbitrator will then be selected by the Parties alternately striking off names from the list until one remains, with the Union striking first. The selection of the Arbitrator should be made within fifteen (15) calendar days after the receipt of the list of Arbitrators. Either Party, however, may request a new panel no more than three (3) calendar days after the previous panel was received, with the understanding that no more than two such lists may be requested by either Party.

- B. Final and Binding Decision. The decision of the Arbitrator will be in writing and will be final and binding on Brother Justus, the Union and the Employee.
- C. Expenses. Each Party shall pay its own expenses incurred in arbitration, including fees and expenses of the Arbitrator which will be borne equally by Brother Justus and the Union.
- D. Time Limits. In the case of a grievance involving loss of time or wages, the Arbitrator or the Arbitration Board may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, less income gained from other employment. Wages within the meaning of this Article shall mean any and all W-2 income lost by the Employee due to the violation of the CBA.
- E. Limitation of Arbitrator. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, provisions or sections of this CBA. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of this CBA. The Arbitrator shall not substitute their judgment for that of the Parties in the exercise of rights granted or retained by this CBA. Except where prohibited, precluded or preempted by applicable law, the Parties agree that the arbitrator shall be explicitly authorized to decide any statutory issues that may arise under Section 8 of the National Labor Relations act, or that if proven would form the basis for an unfair labor practice under such provisions.

### **ARTICLE 13**

#### **DISCIPLINE AND DISCHARGE**

Section 13.1 Discipline and Discharge. Brother Justus will discipline Employees for just cause only. Discipline will normally be in the following form:

1. Verbal warning;
2. Written warning;
3. Suspension;
4. Discharge

Provided, however, in the case of dishonesty, willful negligence, gross insubordination, theft, abuse of company assets, abusive discriminatory, or harassing behavior towards visitors or customers, workplace violence or threats or coworkers, reporting for work under the influence of drugs or alcohol or an equally serious violation of Brother Justus' rules, the preceding progressive discipline need not apply.

Section 13.2 Written Notices. Written reprimands, notices of suspension and notices of discharge, which are to become part of the Employee's file, shall be read and signed by the Employee, but such signature shall in no way be an admission of wrongdoing on the part of the Employee. An Employee's refusal to sign the reprimand or suspension or discharge notice shall not invalidate the reprimand or suspension or discharge notice. A copy of such reprimand(s) and/or notice(s) shall be given to the Employee and the Union.

Section 13.3 Suspension and Discharge. All suspensions and discharges will be in written form and copies will be mailed or emailed to the Union following issuance of such notices. Discharges

will be preceded by an unpaid suspension, during which time an investigation of the incident leading to the discharge will be conducted by Brother Justus.

Section 13.4 Right of Review. The Union shall have the right of review of any discharge of an Employee who has completed the Probationary Period by following the Grievance Procedure of this CBA.

Section 13.5 Posting of Rules. All Brother Justus rules shall be conspicuously posted by time clocks, on Employee bulletin boards, or in Brother Justus' Employee Handbook. Brother Justus' rules shall not conflict with this CBA. If such a conflict occurs, and the Union disagrees on the work rule, the Union may go through the Grievance Procedure, and the arbitration procedure in Article 12.

Section 13.6 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of eighteen (18) months. However, such warning notices can permanently remain in the Employee's personnel file.

Section 13.7 Disciplinary Meetings. In the event a meeting is held for disciplinary purposes, the affected Employee shall have the right to have a union steward and/or union representative present and shall be informed of such right prior to the meeting being held.

Section 13.8 Interpreters. Upon the request of the Employee, Brother Justus shall provide interpreters for Employees not fluent in English during any investigative interview that may lead to discipline or discharge.

Section 13.9 Personnel Files. Brother Justus shall, at reasonable times and at reasonable intervals, upon the request of an Employee, permit that Employee to inspect such Employee's personnel file in accordance with state law.

## **ARTICLE 14** **LEAVES OF ABSENCE**

Section 14.1 Medical and Family Leave. Employees who have completed one (1) year of service and who have worked 1,250 or more hours in the prior year shall be granted an unpaid job protected leave for six (6) of weeks and may be granted a longer leave at Brother Justus' discretion. This leave will be for the birth, adoption, or foster placement of a child in their home or when the Employee is unable to perform the duties of their job due to their own serious health condition, as that term is defined by the federal Family and Medical Leave Act. Employees may be required to use their PTO before they begin their unpaid job protected leave.

If medically necessary, leave may be taken on an intermittent or reduced schedule basis. Leave for the birth, adoption or foster placement of a child may not be taken intermittently or on a reduced schedule basis. Brother Justus may require a medical certification to support a claim for leave for an Employee's own serious health condition and for the Employee's return to work. The Employee will be required to provide a return-to-work certification at least three (3) days prior to returning

to work. Brother Justus will have up to seven (7) days after such notification in which to reinstate the Employee.

Nothing in this Section shall be interpreted to mean that Brother Justus is subject to, or that Employees are eligible for, leave under the federal Family and Medical Leave Act. Brother Justus is only subject to, and Employees are only eligible for, federal Family and Medical Leave as provided by law. Leave provided under this Section shall run concurrently with leave available under applicable state, federal, or local law.

Section 14.2 Bonding Leave. Non-Probationary Employees are eligible for 40 hours of paid bonding leave in the 6 months following the birth, adoption, or foster placement of a child in the Employee's home. Bonding leave must be taken at one time, and cannot be used intermittently or on a reduced schedule basis. This leave shall be taken concurrently with Medical and Family Leave, which will run concurrently with any other paid leave offered by Brother Justus.

Section 14.3 Bereavement Leave. All regular Employees, exclusive of probationary, on-call, or casual Employees, are eligible for bereavement pay and leave under this Section, when an Employee's bereavement involves death of an immediate family member (as defined in this Section), subject to the conditions contained in this Section. Upon notifying Brother Justus of the need for bereavement leave, an eligible Employee may take up to three (3) days of bereavement leave immediately preceding and/or including the funeral day.

Bereavement leave will only be paid for the days the Employee was scheduled to work. Immediate family member shall include spouse, child, stepchild, parent, stepparent, sibling, mother-in-law or father-in-law, grandparent, or grandchild. An Employee must notify Brother Justus of as soon as reasonably practicable of the need for bereavement leave in order to receive it. Brother Justus reserves the right to require reasonable documentation that leave was taken for a permissible purpose.

Section 14.4 Military Leave. Employees, other than those holding temporary positions, who serve in the military, shall be entitled to re-employment and benefits rights as required by law.

Section 14.5 Voting Leave. Employees who are eligible to vote, and who are unable to vote outside of their work hours on either a regularly scheduled election, an election to fill a vacancy in the office of a U.S. senator or representative, state senator or representative, an election to fill a vacancy in nomination for a constitutional office, or a presidential nomination primary, may take paid leave sufficient to allow the Employee to travel to their polling place, vote, and return to work. Leave under this Section is only available if the Employee is scheduled to work on the day of the election.

Section 14.6 Union Business Leave. Brother Justus shall grant up to five (5) days of unpaid leave per year to each of two (2) Employees delegated by the Union to attend a labor convention. Brother Justus shall also grant unpaid leave to any Employee elected to or hired for a position of full-time service with the Union for six (6) months, if such leave does not affect the business operations of Brother Justus. Only one (1) Employee may take such leave at one time. Any



Employee seeking leave pursuant to this Section shall give Brother Justus a minimum of thirty (30) days advance notice prior to taking the requested leave.

Section 14.7 Personal Leave. Employees desiring an unpaid leave of absence from the job because of extraordinary personal or family circumstances must first secure written permission from Brother Justus. Brother Justus shall not be expected to grant a personal leave of absence that will interfere with Brother Justus' operations. During such leave of absence, the Employee shall not engage in gainful employment. A personal leave of absence is job protected where required by applicable local, state, or federal law.

Section 14.8 Leave Benefits. In the case of Medical and Family Leave under 14.1, if the current health insurance policy and/or the current dental and vision policy allows for it, Brother Justus shall continue to pay its share of health insurance contributions and/or its share of the dental and vision policy, if applicable under the provisions of the CBA, if the Employee, at the time of the leave, is participating in the health insurance plan and/or the dental and vision policy.

If an Employee who qualifies for Medical and Family Leave is receiving a health stipend, they would be entitled to continuation of their stipend during their Medical and Family Leave.

Section 14.9 Seniority. Employees shall retain pre-leave seniority and shall accrue seniority.

Section 14.10 Coordination with Applicable Laws. The Union and Brother Justus agree to follow all applicable federal, state and local laws, regulations and guidelines with respect to the administration of all leaves of absence. Where the provisions of this CBA are more favorable to the Employee than those provided under applicable law, the terms of this CBA shall prevail. Where applicable, leaves of absence granted under this Article will run concurrently with any applicable leave rights the Employee may have under applicable law.

## **ARTICLE 15** **JURY DUTY**

Section 15.1 Jury Duty. Employees, exclusive of probationary, on-call, or casual Employees, who are required to serve on court jury (not grand jury) shall be given a leave of absence for the jury duty and shall be paid the difference between their jury pay and the wages they otherwise would have earned during straight time hours they were scheduled to work at their hourly rate of pay for a period of two (2) weeks.

- A. Notice to Brother Justus. Employees must notify their designated supervisor prior to the commencement of jury service and, if the period of service is for longer than one (1) week, they shall be required to report by telephone to their supervisor at the end of each week of jury duty.
- B. Jury Service of Half-Day. In the event that time required for jury duty on any regularly scheduled workday during the period of jury service is a half-day or less, and the Employee is excused from further jury service on that day, the Employee must immediately make themselves available for work for the balance of said day, unless specifically excused by their supervisor.

Section 15.2 Evidence of Jury Duty Pay. Employee shall submit evidence of jury duty pay before pay adjustments will be authorized; provided, that allowance for travel time or other expenses shall not be considered jury duty pay in computing wages due to Employees under this Section.

## **ARTICLE 16** **PAID TIME OFF (PTO)**

Section 16.1 Paid Time Off. It is the policy of Brother Justus to provide employees with Paid Time Off (“PTO”) on a periodic basis, which can be used for any reason, including reasons authorized by the Minneapolis Sick and Safe Time Ordinance. Employees are encouraged to use earned PTO to rest, recharge and rejuvenate. The amount of PTO to which an Employee is entitled is determined by the Employee’s length of service relative to their employment date.

Employees in their first 6 months of employment will be entitled to earn one (1) hour of PTO for every thirty (30) hours worked, beginning on their first day of employment, which may be used after 90 days of employment. Beginning January 1, 2024, PTO can be used as soon as it is accrued. After six (6) months of total employment, Employees will be awarded an additional five (5) days of PTO. In the second (2nd) and third (3rd) years of employment, Employees will earn PTO at the rate of 4.62 hours per pay period. In the fourth (4th) year, and each year thereafter, Employees will earn PTO at the rate of 6.15 hours per pay period.

Except for the use of PTO for reasons authorized by Minneapolis Sick and Safe Time Ordinance, use of PTO is at the discretion of the Employee’s supervisor, so that factors like workflow, productivity, business impact, etc. may also be reasonably considered. Supervisors shall document any exercise of their discretion to deny a PTO request. Supervisors may award additional PTO to an Employee at their discretion, provided the award is documented. Where the use of PTO is for a reason authorized by the Minneapolis Sick and Safe Time Ordinance, the following notice provisions shall control:

1. Where the need for time off is foreseeable, Employees must provide their supervisor with seven (7) days’ advance notice of intent to take PTO for a reason authorized by the Minneapolis Sick and Safe Time Ordinance.
2. Where the need for time off is unforeseeable, Employees must provide their supervisor with notice of intent to take PTO for a reason authorized by the Minneapolis Sick and Safe time Ordinance as soon as practicable.

Up to eighty (80) hours of PTO may be carried over to the following year. Any earned PTO in excess of eighty (80) hours that has not been used at the end of the year due to a supervisor’s discretion shall be paid to the Employee through payroll. Any other earned PTO in excess of eighty (80) hours not used by an Employee shall be presumed to be at the Employee’s discretion. Excess earned PTO that is not used at the end of the year due to the Employee’s discretion shall be forfeited. Accrued but unused PTO will be paid upon termination of employment, unless the termination was for just cause.

Section 16.2 Scheduling. To the extent business requirements permit, Employee requests for a specific period in which to take PTO will be honored so long as the efficient operation of the business will permit. If two (2) or more Employees request PTO on the same day for the same time period and Brother Justus deems it would interfere with necessary business operations, seniority shall prevail.

All denials of PTO requests shall be responded to in writing within ten (10) days of the request. Failure to respond within the ten (10) day time period shall result in the request being approved. Once a request for PTO has been approved by Brother Justus, the PTO dates shall not be changed unless by mutual consent of Brother Justus and the Employee.

Section 16.3 Rate of Pay for PTO. All PTO hours will be paid at the Employee's hourly rate at the time the hours are taken. Tipped Employees will receive the Tipped Wage Rate.

## **ARTICLE 17** **HOLIDAYS**

Section 17.1 Holidays. Brother Justus recognizes the following as holidays:

1. New Year's Day
2. Memorial Day
3. Juneteenth
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day

Generally, Brother Justus will be closed on holidays. However, in the event Brother Justus is open on a holiday, Employees who are scheduled to work on a holiday shall be paid at the rate of one and a half (1.5) times their regular hourly rate of pay for all hours worked on the holiday. FOH Employees, if they are normally scheduled to work the day that is the holiday, will receive floating holiday hours that equal to the amount of hours they would normally work on that shift. Floating holiday hours may not be carried over from year to year.

For Production Employees, Brother Justus will continue the practice of adding eight (8) hours of PTO to the Production Employee's PTO balance for each holiday worked by the Production Employee. Brother Justus and the Union agree to a mutually acceptable rotation schedule for staffing on holidays.

## **ARTICLE 18** **SUBCONTRACTING**

Section 18.1 No Subcontracting. The Parties agree that it is desirable to maintain the integrity of the existing bargaining unit. Except with respect to work Brother Justus is already subcontracting as of the effective date of this CBA, Brother Justus shall not subcontract out bargaining unit work. However, if qualified help is not available, this shall in no way restrict the right of Brother Justus to temporarily hire employees on an emergency basis from any available source for the purpose of maintaining normal services, provided that a temporary employee shall not perform bargaining unit work for more than ninety (90) calendar days without becoming an Employee of Brother Justus who is subject to this CBA. Brother Justus shall not churn temporary employees for the purpose of avoiding hiring regular Employees.

Section 18.2 Bargaining Unit Work. Brother Justus will make every effort to ensure that non-covered employees do not perform bargaining unit work, including training. A manager or supervisor may help out in the cocktail room, when necessary, with the understanding that they will not take or share in tips.

## **ARTICLE 19**

### **TECHNOLOGICAL CHANGES AND AUTOMATION**

Section 19.1 Technological Changes. “Technological Change” is defined as the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, or applications that involves the elimination of a position or positions covered under this CBA.

- A. Brother Justus shall give the Union at least twenty (20) days advance notice of any Technological Change before it is implemented. Brother Justus shall explain to the Union the intended function of the technology, the nature of the technology and who will develop it, the timing of its planned implementation, and the expected work needed to implement the technology and keep it running.
- B. If the Union questions or objects to the change, Brother Justus shall promptly negotiate in good faith the foregoing matters with the Union. If no objection is raised within the above twenty (20) day period, it shall be deemed waived.
- C. If an agreement cannot be reached in the negotiations, either Party may choose to move the issue, as well as the impact and effects of the change, to Arbitration as described in Article 12 of this CBA.
- D. Under no circumstance shall a product recipe or ingredient change be restricted by this provision.

## **ARTICLE 20**

### **SAFETY**

Section 20.1 Safety Committee. The Parties shall create a Safety Committee (“Committee”) consisting of at least two (2) management representatives and at least two (2) Employees. This Committee shall meet when necessary as decided by the Committee to review, discuss and make recommendations concerning cleaning products, safety, efficiency and suggestions for improving the cooperative working relationship between Employees and Brother Justus. In no event shall

Brother Justus be required to make any change recommended by the Committee; however, Brother Justus shall at all times follow all local, state, and federal workplace safety laws.

Section 20.2 Right to Refuse Unsafe Assignment. An Employee may refuse a work assignment if they have a reasonable, good faith belief that such assignment subjects them to unusually dangerous conditions which are not normally part of the job. For purposes of this Section, a “reasonable, good faith belief” is defined as a belief, made in good faith, that is based upon ascertainable, objective evidence supporting the conclusion that an unusually dangerous condition exists. Additionally, “unusually dangerous condition” is defined as an identifiable safety or health condition which presents an actual threat of death or injury to the Employee. Prior to exercising their rights under this Section, the Employee shall promptly notify management of the perceived unsafe unusually dangerous condition. Brother Justus may not discriminate or retaliate against the Employee for exercising their rights.

Section 20.3 Law Enforcement. Brother Justus shall not utilize armed security at its establishment or any off-site function unless required by law or the entity contracting for an event with Brother Justus.

## **ARTICLE 21** **EQUIPMENT**

Section 21.1 Supplies. Brother Justus shall have sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties. Employees shall not be disciplined for not completing their work assignments if Brother Justus has not provided sufficient supplies, to complete their duties, provided the Employee has given immediate notice to Brother Justus of any insufficiency so that the problem can be rectified.

Section 21.2 Defective Equipment. Employees shall report to Brother Justus all defects of equipment. In the event such reported defect affects safety, Brother Justus shall investigate the condition to determine its safety and, if necessary, effect repairs to operate such equipment. No Employee shall be required to use equipment that they reasonably consider to be in an unsafe condition.

Section 21.3 Pregnancy Protections. Brother Justus shall follow local, state, and federal law as it relates to Employee pregnancy, childbirth or related conditions, including paid time for expressing milk for a nursing child. If an Employee so requests, Brother Justus shall provide a reasonable accommodation related to such Employee’s pregnancy, childbirth, or related conditions, including but not limited to the need to express milk for a nursing child more frequent restroom, food and water breaks, and limits to heavy lifting. Any time off provided as a reasonable accommodation will run concurrently with any protected leave the Employee is otherwise entitled to take for the condition under applicable laws.

## **ARTICLE 22** **SAVINGS CLAUSE**

Section 22.1 Savings Clause. It is the Parties' intent that this CBA be in conformity and compliance with all applicable local, state, and federal laws. If any part of this CBA shall be found to conflict with such laws, the applicable law shall apply, and the remaining terms and provisions of the CBA shall remain in full force and effect.

**ARTICLE 23**  
**SUCCESSORS AND ASSIGNS**

Section 23.1 Successors and Assigns. In the event Brother Justus sells, sublets or assigns some or all of the business, Brother Justus will notify the Union of the sale, sublease or assignment prior to a public announcement and, upon receipt of a timely request, meet with the Union to discuss the effects on the bargaining unit Employees. Brother Justus agrees to notify the new employer of the importance of the terms and conditions of this CBA.

**APPENDIX A**

<b>CLASSIFICATION</b>	<b>2023 (Per Hour)</b>	<b>2024 (Per Hour)</b>	<b>2025 (Per Hour)</b>
<b>FOH Staff</b>			
- Starting Wage	\$ 15.00	\$ 15.15	\$ 15.30
- After 12 months	\$ 15.30	\$ 15.45	\$ 15.61
- After 24 months	\$ 15.65	\$ 15.81	\$ 15.96
<b>FOH Shift Lead/Asst Manager</b>			
- Starting Wage	\$ 16.10	\$ 16.26	\$ 16.42
- After 12 months	\$ 16.50	\$ 16.67	\$ 16.83
- After 24 months	\$ 16.85	\$ 17.02	\$ 17.19
<b>Production Staff</b>			
<b>Production Entry</b>			
- Starting Wage	\$ 22.00	\$ 22.44	\$ 22.89
- After 12 months	\$ 23.00	\$ 23.46	\$ 23.93
- After 24 months	\$ 24.00	\$ 24.48	\$ 24.97
<b>Distiller I</b>			
- Starting Wage	\$ 22.00	\$ 22.44	\$ 22.89
- After 12 months	\$ 23.00	\$ 23.46	\$ 23.93
- After 24 months	\$ 24.00	\$ 24.48	\$ 24.97
<b>Distiller II</b>			
- Starting Wage	\$ 24.00	\$ 24.48	\$ 24.97
- After 12 months	\$ 26.50	\$ 27.03	\$ 27.57
- After 24 months	\$ 28.00	\$ 28.56	\$ 29.13
<b>Distiller III/Production Foreman/QA:QC</b>			
- Starting Wage	\$ 28.00	\$ 28.56	\$ 29.13
- After 12 months	\$ 29.00	\$ 29.58	\$ 30.17
- After 24 months	\$ 30.25	\$ 30.86	\$ 31.47

Production One-Time Pay Raise. Current Production Employees (who are employed at the time of ratification of this CBA) will get a one-time fifty cents (\$0.50) raise to take effect in the first pay period two (2) weeks following ratification of this CBA. There will be no back-pay for this raise.

Over Scale. Employees who are receiving pay over the scale will receive the same cents per hour increase as the scale increases.

**UNITE HERE National Plus Plan (“Plan”)**. For purposes of this Defined Contribution Plan, all dates begin to run starting on the date of ratification of this CBA. Employees shall be permitted and encouraged to participate in the companion Plan and make contributions on their own behalf with pre-tax dollars in addition to Brother Justus’ contribution. Brother Justus shall cooperate with the representatives of the Plan to ensure that Employees are afforded the opportunity to sign up for and participate in the Plan. The Plan provides for individually directed accounts by Employees for both Brother Justus and Employee portions of contributions.

Vesting is as follows: Employee contributions are vested one hundred percent (100%) from first dollar contributed by the Employee. Brother Justus’ contributions are vested after two (2) years of service by the Employee. Employees shall earn one-half (1/2) year of service if they have four hundred (400) hours in the Plan Year and one (1) year of service if they have one thousand (1,000) hours in the Plan Year. Employees shall be given Plan materials by Brother Justus. Such Plan materials shall be provided by the Plan.

Brother Justus shall contribute eighteen cents (\$0.18) per hour on all working hours paid to Employees with under one (1) year of service with Brother Justus. Brother Justus shall contribute twenty cents (\$0.20) per hour on all working hours paid for Employees with one (1) year or more of service with Brother Justus.

**Health, Dental, and Vision Insurance.** Employees qualify for Brother Justus health, dental, and vision insurance benefits in accordance with the Affordable Care Act (“ACA”) such that Employees regularly scheduled for thirty (30) or more hours per week (“Qualified Employee”) are eligible for currently provided Brother Justus health, dental, and vision insurance benefits after ninety (90) days of continuous employment beyond their Probationary Period. Employees scheduled less than thirty (30) hours per week are not eligible to participate in Brother Justus’ currently provided health, dental, and vision insurance benefits program.

Brother Justus will pay fifty percent (50%) of the health insurance premium for Qualified Employees who participate in Brother Justus’ currently provided health insurance plan. Beginning January 1, 2024, Brother Justus will pay fifty percent (50%) of the dental and vision premiums for Qualified Employees who participate in Brother Justus’ currently provided dental and vision insurance plans.

If an Employee qualifies for coverage, they can also enroll dependents for health insurance benefit coverage through Brother Justus’ currently provided health insurance plan. When covering dependents, the Employee must select the same plan for their dependents as they select for themselves. Dependents include the Employee’s legal spouse or qualified domestic partner, child(ren) (including natural, adopted, or stepchildren), and the Employee’s qualified partner’s child(ren).

**Health Stipend.** For Employees who are not Qualified Employees, but who work an average of 20-29.99 hours per week, Brother Justus will provide a monthly payment of one hundred and thirty-five dollars (\$135.00) toward health insurance upon proof of health insurance coverage and receipt of payment for health insurance for and by the Employee. Such proof of health insurance





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Final Audit Report

2023-08-03

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