

COLLECTIVE BARGAINING AGREEMENT

Between

Fair State Brewing Cooperative,

And

UNITE HERE LOCAL 17 AFL-CIO

August 20, 2024, through August 19, 2027

THIS AGREEMENT made and entered into by and between **Fair State Brewing Cooperative**, referred to as “Employer”, “Company”, or “Management” and UNITE HERE Local 17 AFL-CIO hereinafter referred to as the “Union”.

WITNESSETH

WHEREAS the parties hereto, through the process of collective bargaining, have agreed as to wages, hours of employment, and certain other conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained to be duly kept and performed, the parties hereto do hereby mutually agree as follows:

ARTICLE 1 **PURPOSE AND RECOGNITION**

Section 1.1 Purpose. The purpose of this Agreement shall be to achieve mutual understanding, harmony and cooperation among the Union, the Employer and its 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 the interference with the efficient operation of the Employer’s establishment; to obtain maximum efficiency in the establishment; to assure excellent customer relations and service; and to set forth the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the Parties during the life of this Agreement.

Section 1.2 Recognition. The Company hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions, for all full-time and regular part-time Beertenders, Hosts on Duty, Brewers, Cellar workers, Packaging workers (including canning, bottling, racking kegs, crowler packaging), Merchandisers, Lab Technicians, Warehouse/Shipping & Receiving workers, Social Media workers, Graphic Design workers and/or any Employees in similar job titles and/or performing similar work employed by the Company at its facilities but excluding co-founders and all confidential employees, guards, managers, and supervisors as defined in the National Labor Relations Act, as amended.

Section 1.3 Respect and Dignity. Local 17 and the Employer recognize that workers in the hospitality industry are professional employees deserving of the highest regard. The Union, the Employer, the non-union and union employees will

work together to honor the principles of respect and dignity. The Parties and non-union and union employees agree that the continued success and operation of this establishment is dependent upon their mutual respect for one another's work.

Section 1.4 Language. The Employer recognizes the right of Employees to use the language of their choice when speaking amongst themselves 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 1.5 Non-Discrimination. The Company and the Union agree that there will be no discrimination against any employees because of race, creed, color, sex sexual orientation national origin, age, or disability, in contravention of the provisions of federal, state or local law. This Agreement shall be administered in accordance 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 employment laws. Any disputes under this Article as well as with all other Articles of this Agreement shall be subject to the grievance procedure.

Section 1.6 Respect for Gender Identity and Expression. The Employer and the Union agree to respect an employee's choice to utilize their own chosen name or pronouns, without regard for how they are listed on any employment or legal documents. Neither the Employer nor the Union shall condone the intentional or malicious use of an employee's non-stated name or incorrect pronouns and will use an employee's chosen name and pronouns whenever reasonably possible.

Section 1.7 Union Bug. The employer shall include a reference to UNITE HERE! Local 17 on all products. The Union and employer shall reasonably work together to arrive at a reference that meets the needs of the parties.

ARTICLE 2

COMPLETE AGREEMENT

Section 2.1 Complete Agreement. The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between the Employer and the Union with respect to wages, hours of work, and other conditions of employment. This Agreement 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 Agreement or any subsequent revisions or terminations. All rights or benefits which Employees acquire under the terms of this Agreement shall extend only for the duration of this Agreement 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 Agreement.

ARTICLE 3 **UNION RIGHTS**

Section 3.1 Union Recognition and No Individual Agreements. The Employer recognizes the Union as the duly certified bargaining agent of those Employees covered by this Agreement. The Employer agrees not to enter into any agreements or contracts with its Employees, individually or collectively, which conflict with the terms and provisions of this Agreement, except as expressly agreed to in the form of a written addendum for the Establishment.

Section 3.2 Union Shop. It shall be a condition of employment for all Employees covered by this Agreement that all Employees who are members of the Union on the effective date of this Agreement 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 Agreement shall, on or after the thirty-first (31st) day of the effective date of this Agreement, 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 Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day of their employment, become and remain members of the Union or pay fees in lieu thereof.

Section 3.3 Checkoff

1. The Employer 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 (10th) of each month, but in no event, later than the fifteenth (15th) of the month. New enrollment forms will be sent to the Union with the monthly billings.

2. In the event the Employer is delinquent (i.e., the 15th 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 Procedure, and the Union may go straight to the Arbitration Procedures set forth in this Agreement prior to initiating action for legal or equitable relief. In addition to the principal amount owed, the Employer shall be liable for reasonable attorney fees and costs incurred in the collection of the delinquency, provided the Union gives the Employer at least thirty (30) calendar days' written notice of default before the Employer would incur any of the additional liabilities
3. The Union shall indemnify, defend, and hold harmless the Employer from any and all claims made by employees or other third parties as a result of its agreement to the checkoff set forth in Section 3.3.

Section 3.4 Maintenance of Check-Off. The Employer 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 the Employer 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. The Employer shall provide upon request to the Union an updated electronic bargaining unit list of employees including to the extent available name, address, telephone number (home and mobile), email address, regular work hours, classification, date of hire, and seniority date.

Section 3.7 New Employee Orientation. It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall schedule 30 minutes for a Union representative and/or shop steward to meet with the newly hired employees within the first week of employment.

Section 3.8 Employer Neutrality. The Employer will maintain a neutral approach to whether Employees join the Union. The Employer, including all its managers, supervisors, and agents 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. The Employer agrees to provide space for the posting of all Union communications in a conspicuous area frequented by Employees.

Section 3.10 Union Stewards. The Employer 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 the Employer. The Union shall designate the areas for which the Chief Steward/Steward(s) is responsible and shall timely communicate such responsibilities to the Employer. Union Chief Steward/Steward(s) employed by the Employer shall be required to fulfill their obligations to the Employer and to perform their job duties as any other Employee covered by the Agreement and shall not interrupt Employees while working. Union Stewards shall conduct business on unpaid time unless required by the Employer to attend a meeting.

Section 3.11 Union Visitation. Union representatives and officers shall be privileged to visit the premises of the Employer at all reasonable hours for the transaction of official Union business. The Union shall notify the employer prior to their visit. Union representatives and officers agree to abide by reasonable requirements from managers on-site to protect the safety and efficient operation of the business. Any non-de-minimis time spent by Employees meeting with such Union representatives and officers shall not be paid.

Section 3.12 Union Buttons. All Employees shall be permitted to wear the official union button(s) and/or official steward button.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Except as otherwise specifically provided in this Agreement, the Company retains all the rights and functions of management that it has by law, or past practice.

Section 4.2 As long as the action of the Company does not violate any specific provision of this Agreement, and without limiting the generality of the foregoing, the Company shall have the absolute and unqualified right to, in its sole discretion:

1. Determine services to be offered, and plan, direct and control all operations.
2. Relocate or close facilities, departments or divisions for whatever reasons, including for the sole reason to reduce labor costs, with the understanding that the Company will negotiate with the Union concerning the effects of any decisions made under this subsection, if such a request is made.
3. Determine (a) the layout and equipment to be used in the business; (b) the processes, techniques, methods, and means of providing services.
4. Introduce new services, techniques, methods, processes, machines, jobs or classifications, and/or change, delete or combine existing services, techniques, methods, processes, jobs or classifications.
5. Determine (a) the size of the workforce; (b) the allocation and assignment of work or workers; (c) the quality and quantity of work to be performed; (d) the policies affecting the selection and training of employees; (e) the right to hire, recall, transfer, promote and lay off employees; (f) and the right to suspend or discharge employees for just cause.
6. Maintain discipline, control the use of the facility property, and determine safety and health measures of the facility. The Company will create a labor management safety committee.
7. Schedule operations, including the right to modify, change, lengthen or shorten work schedules, and close the facility for any reason provided that any notice required by law is given to employees. Subject to seniority provisions set forth in Article 10.
8. Determine the numbers, types, and locations of its operations, including their scope and extent.

9. Determine and enforce reasonable rules and regulations, make reasonable changes to such rules and regulations, and enforce such changes. Such changes shall be provided to the Union at least 30 days prior to implementation, except in cases of emergency or exigent circumstances, where such changes will be provided to the Union as soon as possible.

Section 4.3 It is agreed that the enumeration above of management rights, which are exercisable in the Company's sole discretion, shall not be deemed to exclude other rights not herein specifically enumerated, which the Company shall have the right to exercise in its sole discretion, provided only that the exercise of such rights shall not be in conflict with any provision of this Agreement.

Section 4.4 The exercise or non-exercise of rights hereby retained by the Company shall not be deemed a waiver of any such right or prevent the Company from exercising such rights in any way in the future.

ARTICLE 5

NO LOCKOUT

Section 5.1 No Lockout. The Company agrees that so long as this Agreement is in effect there shall be no lockout.

Section 5.2 No Strike. The Union agrees that so long as this Agreement is in effect there shall be no strike, picket, work stoppage, boycott, slowdown, or other type of organized interference. This does not prohibit workers from refusing to cross a sanctioned picket line that has not been deemed unlawful by the NLRB, and which is away from Employer's facilities.

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

ARTICLE 6

PRODUCTIVITY AND COOPERATION

Section 6.1 Union and Management Cooperation. The Union and the Employer agree to work together to enhance the Employer's business and to improve the conditions under which employees work. The employees are expected to honor the principle of 'a fair day's pay'. The continued success and operation of the Employer's business is recognized as dependent upon delivery of excellent services

to Employer's guest. The Union agrees to cooperate with the Employer 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 weekly, or every two (2) weeks.

Section 7.2 Statement of Wages. The Employer shall make available to each of its employees at the time of payment of wages, a statement showing name of Employer, 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. The wage scales set forth in the Wage Addendum are minimum wage scales and the Employer, in consideration of merit or otherwise, may in its sole discretion pay in excess of same. The union shall be notified of all merit increases and the reason, therefore.

Section 7.4 Higher Rate. For Employees regularly working in multiple job classification, those Employees shall be paid the higher rate of pay for all work scheduled to be performed in the higher job classification and shall be paid the lower rate for all work scheduled to be performed in the 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.

1. All gratuities shall be the sole property of the serving person or persons. The Employer shall not require Employees to divide tips, nor shall an Employee be required to pay the tipped service charge on credit cards.
2. Employees shall reimburse the Employer tips paid on returned credit card charges provided proof of guest's failure to pay the Employer is shown to the Employee.

3. For house functions, private parties, or ticketed events the servers shall receive twenty percent (20%) automatic service charge or a flat rate twenty-five dollars (\$25) per hour.

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

Employees shall be fully briefed by the Employer on any upcoming promotional events or promotional specials. Any incentive program already in place shall not be considered to negatively impact Employees. Any incentive program for which Employees have not voiced written objection shall not be considered to negatively impact the Employees, so long as they had sufficient notice to seriously consider the program and raise such objections.

Section 7.6 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 7.7 New Classifications and Combinations. When the Employer establishes a new job classification or a combination of two or more job classifications within the scope of this Agreement, 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 7.8 Regular Rate of Pay. It is specifically agreed by the Union and Employer that any meals or uniforms, furnished by the Employer 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 Wage and Hour Law, and that an Employee's regular rate of pay is that rate reflected on the Schedule of Wages in Appendix A.

Section 7.9 Premium Pay. The minimum rate for Leads or a shift expressly designated and approved by the Employer as one with substantial training responsibilities shall be at least two dollars (\$2.00) per hour over scale.

Section 7.10 No Reduction. No present employee shall suffer a wage reduction or a reduction in fringe benefits through the effect of this Agreement. Any currently existing benefit not listed in the contract are assumed to continue. Notwithstanding the above, Employer may limit or adjust these discretionary fringe benefits if required to do so by law, regulation, or other lawful order.

Section 7.11 Wage Discrepancy Claims. All wage discrepancies presented to the Employer will be reasonably investigated by the Employer, or any other appropriate source that would likely lead to resolution of the claim in a reasonably timely manner. The Employer shall generally make any needed corrections to Employee pay within three (3) business days after the asserted issue is presented to the Employer. In the event that corrections exceed twenty-five (\$25) dollars, such correction shall include submitting payment to Employer's payroll processor within the aforementioned timeframe. In the event that the correction will take more than three (3) business days to complete, the Employer shall provide the affected employee with a written explanation for why it will take additional time to complete, and an estimated completion time

ARTICLE 8 **UNIFORMS**

Section 8.1 Uniforms.

1. Tap Room. Tap room employees shall not be required to wear an official uniform, except as required safety and sanitary serving. Employer reserves the right and discretion to require an employee to change clothing that contains a harassing, offensive, or potentially offensive message, as determined by the Employer.
2. Uniform Reimbursement. All employees who work in a role that has safety apparel requirements imposed by the Employer and for which the apparel is not provided by the Employer shall receive two hundred dollars (\$200) each rolling calendar year based on that employee's date of hire to purchase that apparel.
3. 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.

Section 8.2 Employees Belongings. The Employer agrees to provide lockers for safekeeping of Employee's personal belongings. Employees shall use these lockers exclusively for keeping their belongings. Nothing in this article shall be intended to make the Employer responsible for the Employee's belongings. Employees understand that these lockers may be opened and searched where safety dictates or as dictated by law.

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 Standard Workweek. The standard workweek shall consist of forty (40) hours of work on five (5) days, which days shall be consecutive. Employer's 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 the following Saturday. The Employer agrees to notify the Union of any change in the standard workweek.

Section 9.2 Overtime Pay. All Employees shall receive overtime pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours per week.

Section 9.3 Daily Premium Pay. All employees shall receive premium pay of time and one-half (1 ½) their regular straight time hourly rate of pay for all hours worked in excess of nine (9) hours per day if regularly scheduled for eight (8) hour days, or ten and one-half (10.5) hours per day if regularly scheduled for ten (10) hour days. However, any shift that begins prior to 12 midnight, but ends after 12 midnight, shall be treated as one day for the purpose of computing pay rates.

Section 9.4 Premium Pay for Sixth and Seventh Day. All work performed by any part-time or regularly scheduled full-time Employee on the sixth (6th) and seventh (7th) consecutive workday shall be paid at the rate of one and one-half (1½) times the regularly hourly rate of pay. The above may be waived for travel to or work done at festivals or conferences.

Section 9.5 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 of those Employees performing the work on the shift.

Section 9.6 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 9.7 Work Schedules. Generally, work schedules shall be posted two (2) weeks in advance for production and one (1) month in advance for Tap Room and all others. This, however, would provide for changes after schedules have been posted to accommodate business needs. Changes are to be communicated as soon as possible. The Employer acknowledges and respects that employees have scheduling needs outside of the expectations of their employment role; therefore, the Employer will endeavor at all times to limit changes to posted schedules. For all-staff meetings, or any other meeting outside of employees' regularly scheduled shifts, the Employer will communicate no less than forty-eight (48) hours in advance which parts of the meeting are required and which parts are optional.

Section 9.8 Scheduling Committee. The parties agree to form one or more scheduling committee(s), made up of an equal number of management and union staff. The employees shall have the power to choose their representatives democratically. The purpose of the meetings will be to discuss issues that arise and to work on an ongoing basis to ensure that employees have a voice in scheduling. It is understood that this committee will meet quarterly, that the company will listen genuinely earnestly to feedback and suggestions and make necessary adjustments to ensure that business continues to operate efficiently and in a manner that is fair to the employees.

Section 9.9 Report-in Pay. An Employee called in and reporting for work as scheduled without prior notice received by the Employee not to so report 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.

- a. No Employee shall be entitled to report-in pay or other pay if the lack of work is due to any strike, work stoppage, labor dispute, or to a fire, flood, act of God, or other such condition which is beyond the control of the Employer.

b. This Section shall not apply to shifts scheduled in advance for less than four (4) hours in length. The Employer will seek to limit the number of shifts scheduled for less than four (4) hours in length. The employees may convene the Scheduling Committee should they feel that there has been excessive scheduling of shifts less than four (4) hours.

Section 9.10 Replacements. Employees shall not be required to provide a replacement for themselves.

Section 9.11 Discontinuance of Business. If it is necessary to temporarily close down for remodeling or permanently close any part of the Co-op the Employer will give affected Employees a minimum of two (2) weeks' notice unless the cause of the discontinuance of the business is beyond the control or knowledge of the Employer. If the Employer fails to give affected Employees the two (2) weeks' notice, and no suitable alternative employment is provided, these Employees shall receive up to two (2) weeks' pay in lieu of the required notice to be pro-rated by the period of notice given. The parties acknowledge that unexpected fluctuations of business are beyond the control or knowledge of the Employer in the application of this section.

Section 9.12 Changing Time. All Employees required to change into uniforms prior to their shift shall receive a ten (10) minute paid changing time.

Section 9.13 Rest Breaks. All employees working eight (8) hour shifts will be allowed to take at least two (2) paid breaks of fifteen (15) minutes each, and one (1) unpaid meal break of thirty (30) minutes.

1. Meal periods shall be an uninterrupted one-half (1/2) hour 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 for the one-half (1/2) hour.
2. No Present employee shall suffer a wage reduction or be imposed with added hours through the effect of this Agreement. Present meal periods shall not be increased in order to defeat the purpose of this Section.

Section 9.14 Full-Time Payroll Employees. Regular full-time payroll employees are employees who have completed their probationary period and work

a minimum of twenty (20) hours a week. Part-time employees are employees who have completed their probation period and work less than twenty (20) hours a week. A full-time employee who averages less than twenty (20) hours a week on a three (3) month rolling period will be converted to part-time employee status. A part-time employee who averages more than twenty (20) hours a week on a three (3) month rolling period will be converted to full-time employee status. Any such conversion shall be effective beginning on the company's next regular-scheduled payday, following written notice to the Union and affected employee by the Company of the change.

ARTICLE 10

SENIORITY

Section 10.1 Definition. Bargaining Unit Seniority shall mean continuous length of service in the establishment from the first day of work in classifications covered by this Agreement. Such classifications are set forth in Appendix A, incorporated herein. Seniority shall be established being regularly scheduled in the classifications covered by this Agreement. Employees who work on an intermittent basis in another classification shall not build seniority in that classification. The Employer 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 the last four digits of the Employee's social security number. The Employee with the lowest four-digit 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; provided, however, that this probationary period will be automatically extended an additional thirty (30) days after written notice to the Union and the Employee of such extension and the reason, therefore. At the Company's sole discretion, an employee may be transferred to a new classification at any time during the Probationary Period, and the Probationary Period shall begin anew. In no case shall probation be longer than one hundred eighty (180) days. After the trial period, 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 twenty-one (21) calendar day probationary period. During the probationary period, the Employer 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 returning to previous work shall suffer no loss of seniority.

After the first twenty-one (21) calendar day probationary period the Employee may choose to return to their role for another twenty (20) working days. If the role in the previously held classification has been filled during this period, the person will retain their seniority and be placed on a preferential hiring list to be returned to the position as soon as there is an opening.

Section 10.5 Uses of Seniority. Except as otherwise set forth in this agreement, the employer and the Union agree to recognize seniority in the following areas; however, qualification and ability to perform the required work shall be 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 provided that an employee already working a shift when they become eligible for overtime pay need not be relieved of duty in order to offer the overtime pay to another employee not working at that time.
- (d) Promotion or transfer to different classification job opening between equally qualified in-house applicants.
- (e) Scheduling

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

Section 10.7 Temporary Layoff. It is understood and agreed that while other paragraphs in this Agreement refer to permanent or indefinite layoffs, this shall not restrict the Company from laying off a person, or an entire classification, on a temporary basis for a period not to exceed thirty (30) calendar days because of equipment/maintenance breakdowns, acts of God, civil disorder, or other non-deliberate acts over which the Company has no control. The Company shall not

abuse its rights under this section. During this period, the employees involved have no right to their bumping right.

Section 10.8 Classification Seniority. Classification Seniority shall mean length of service in the classification from the first day of work. 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 10.9 Loss of Seniority. The term “continuous service”, wherever used in this Agreement, is the period of time that begins with the Employee's date of hire (or the effective date of this contract, 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:

1. Voluntarily quits; or
2. Is discharged for just cause; or
3. Has been laid off for a period of one (1) year; or
4. Fails to return from an approved leave of absence; or
5. Takes a leave of absence to accept gainful employment elsewhere; or
6. Is 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.
7. Fails to advise the Company of intent to return to work within five (5) working days after receiving a notice of recall from layoff directed to their last known physical or electronic address.
8. Is absent from work for two (2) working days without notifying the Company, unless the employee cannot notify the Company because of a proven physical disability or act of God proven to the satisfaction of the Company.

Section 10.10 Job Posting. The Employer and union both recognize that advancement from within is a mutually agreeable goal. The Employer agrees to internally post all job openings for any non-senior level managerial and non-entry level position(s) for five (5) Employer business days. Any Employee may apply for a job opening, but Employees working within the classification with the opening will be offered the position before Employees from other classifications. The Employer shall take reasonable steps to encourage internal promotion applications, including offering reasonable training to under-qualified Employees. During the first fourteen (14) workdays in a new job, the Employee may choose to return to their previously held position. Any Employee returning to a former classification under this provision will return to their former rate of pay.

The Company may also, after these five (5) days, advertise the opening outside of the facility, and take applications from candidates who are not members of the bargaining unit. If qualifications are equal, the Employer shall fill the position with the internal candidate, provided, however, that the Employer shall have the sole discretion in assessing the qualifications of any candidate(s). Nothing about this provision shall require the Company to fill an opening with a current employee who is not qualified for the open position.

Section 10.11 Transfer/Promotion Denial. If a bargaining unit member is denied a job transfer or promotion, upon their request, the Employer will meet with the Employee, and if requested by Employee, the Union, to discuss the reasons for the selection and discuss preparing the employee for future opportunities.

Section 10.12 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.

Section 10.13 Temporary Transfers. There shall be no restrictions on temporary lateral transfers or transfers into a lower paying classification as long as the Company maintains the employee’s current rate.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined. A grievance is defined to be any matter(s) involving an alleged violation of this Agreement. The Union agrees to keep the grievance procedure free of non-meritorious grievances.

Section 11.2 Grievance Procedure. If any difference of opinion or dispute arises between the parties to this contract concerning the performance of an obligation under the terms and provisions of this Agreement, an attempt will be made to resolve it under the following grievance procedure:

1. Step 1. The aggrieved Employee is encouraged to first discuss the dispute with the General Manager or their designee.
2. Step 2. If no satisfactory resolution to the grievance is reached in Step 1, the Union shall, within fourteen (14) days of the date the Employee knew or reasonably should have known of the facts, giving rise to the grievance, file a written grievance with the authorized representative of the Employer, or their designee. The written grievance shall be signed by the by the Union representative, and shall set forth the facts of the dispute, the relief sought and shall refer to the specific provision or provisions of the contract alleged to have been violated. 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) days of the filing of the written grievance.
3. Step 3. If the grievance is not settled pursuant to Step 2 above, the Employer shall issue a decision in writing within fourteen (14) days from the latter of the date of the Step 2 meeting, or the expiration of the ten (10) day period in which the parties can request a Step 2 meeting, but when no such meeting is requested.

Section 11.3 Working Conditions While Processing Grievance. During the processing of any grievance through the Grievance Procedure, the Employees concerned, unless suspended or discharged by the Company, will continue to work under the conditions which give rise to the grievance.

Section 11.4 Time Limits. Any grievance not filed or appealed to the succeeding step within the time limits specified in this Article shall be deemed abandoned and not entitled to consideration. Such abandonment by the Employer shall be deemed an acceptance of the grievance as stated and the remedy requested shall be accepted and enforced. However, the time limits of the Grievance Procedure can be mutually extended by the parties and such requests for extension shall be reasonably granted by each side. Such extensions of time shall be in writing.

Section 11.5 Investigation of Grievance(s). No committeeperson shall investigate or process a grievance during either their working time or the working time of a grievant or grievant, unless the grievance is of an emergency nature requiring immediate attention. If the grievance requires immediate attention, the committeeperson may obtain permission from their immediate supervisor. The Company will not pay any grievant or Union committeeperson for attendance at grievance meetings and/or arbitration meetings or hearings, or for time spent investigating, preparing for or processing grievances.

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) days from the date of the Employer's 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. The Employer 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:

1. Selection. If the Company and the Union are unable to promptly agree upon an Impartial 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. The selection of the Arbitrator should be made within fifteen (15) days after the receipt of the list of Arbitrators.
2. Final and Binding Decision. The decision of the Arbitrator will be in writing and will be final and binding on the Company, the Union and the Employee.

3. Expenses. Each party shall pay its own expenses incurred in arbitration, including fees and expenses of the Arbitrator which will be borne equally by the Company and the Union.
4. 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 all income lost by the Employee due to the violation of the Agreement.
5. Limitation of Arbitrator. The Arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions or sections of this Agreement. Their decision shall not go beyond what is necessary for the interpretation and application of this Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute their judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

ARTICLE 13

DISCIPLINE AND DISCHARGE

Section 13.1 Discipline and Discharge. The Employer 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, theft, abuse of company assets, abusive behavior towards guests or coworkers, reporting for work under the influence of drugs or alcohol or an equally serious violation of the Employer's rules, the preceding progressive discipline need not apply.

Discharges may be preceded by a "suspension pending investigation," during which an investigation of the incident leading to the discharge will be conducted.

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 provided to the Employee who shall have a right to sign such, but such signature

shall in no way be an admission of wrongdoing on the part of the Employee. A copy of such reprimands and/or notices shall be given to the Employee and the Union.

Section 13.3 Notices. All notices of discipline, suspension and discharge will be in written form and copies will be delivered to the Union following issuance of such notices.

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 Agreement.

Section 13.5 Posting of Rules. All rules shall be conspicuously posted by time clocks, on Employee bulletin boards, or in the Employer's Employee Handbook. The Employer's rules shall not conflict with this Agreement.

Section 13.6 Warning Notices - Cancellation. Warning notices shall not be used as a basis for discipline after a period of twelve (12) months.

Section 13.7 Disciplinary Meetings. For investigatory interviews—meaning interviews where it is reasonable to assume that an employee's responses to questions may be later used for discipline—and for meetings where discipline shall be issued to an Employee, the affected Employee shall have the right to have a union steward and/or union representative present and shall be informed of such a right prior to the meeting being held. After being informed of such a right, it will be the employees' obligation to request representation.

Section 13.8 Personnel Files. The Employer shall, at reasonable times and at reasonable intervals, upon the request of an Employee, permit that Employee to inspect such Employee's personnel file on their own time.

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 1250 or more hours in the prior year shall be granted unpaid medical leave for up to six (6) months when they are unable to perform the duties of their job due to their own serious health condition, as that term is defined by the Family and Medical Leave Act. Such Employees shall also be granted up to twelve (12) weeks of unpaid leave when needed to care for a son, daughter, spouse or parent with a serious health condition. If medically necessary, medical leave may be taken on an intermittent or reduced schedule basis. Employees

may be required to utilize Paid Time Off during such leaves. The Employer may require medical certification to support a claim for medical leave for an Employee's own serious health condition or to care for a family member with a serious health condition. For medical leave in excess of thirty (30) days, Employees shall be required to submit periodic medical certifications for each successive thirty (30) day period. Employees returning to work from personal medical leave in excess of three (3) days shall furnish the Employer medical certification that they are physically able to perform the duties of their job. The Employer will have up to seven (7) days after such notification in which to reinstate the Employee.

Section 14.2 Parenting Leave. Full-time employees who have been employed by the Employer for nine (9) continuous months or more are eligible for one hundred sixty (160) hours of paid parental leave in the twelve (12) months following, or the nine (9) months prior to, the birth, adoption, or foster placement of a child in their home. Full-time employees are eligible for up to one thousand dollars (\$1000) to be added to the employee's Flexible Savings Account upon the birth, adoption, or foster placement of the child.

Section 14.3 Bereavement Leave. All regular Employees, exclusive of probationary, on-call or extra Employees, are eligible for bereavement pay and leave under this Section, when an Employee's bereavement involves death of an immediate family member, subject to the conditions contained in this paragraph. Maximum bereavement pay shall be three (3) days immediately preceding and/or including the funeral day. Immediate family shall include spouse, child, stepchild, parent, stepparent, sibling, mother-in-law or father-in-law, Grandparent, or grandchild. An Employee must also notify the employer of a need for bereavement leave.

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 Union Business Leave. The Employer shall grant up to seven (7) days unpaid leave per year to each of two (2) Employees delegated by the Union to attend a labor convention. The Employer 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. Only one (1) Employee may take such leave at one time. Any Employee seeking leave pursuant to this section shall give the Employer a minimum of thirty (30) days advance notice prior to taking the requested leave.

Section 14.6 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 the Employer. The Employer shall not be expected to grant a personal leave of absence that will interfere with the Employer's operations. During such leave of absence, the Employee shall not engage in gainful employment.

Section 14.7 Leave Benefits. In the case of family and medical leave, the Employer shall continue to pay its share of health insurance contributions, where the Employee was previously participating in the insurance plan, for up to twelve (12) weeks of leave. The Employer shall make available group health insurance to Employees at their own expense, where the Employee was previously participating in the insurance plan, for family and medical leaves in excess of twelve (12) weeks, pursuant to COBRA.

Section 14.8 Employees shall retain pre-leave seniority, and shall accrue seniority during authorized leaves, except as to progression on the wage scale and accrual of PTO.

Section 14.9 The Employer may attempt to recover the cost of medical premiums paid during a covered leave of absence should the Employee fail to return to work as provided for under the Family and Medical Leave Act.

Section 14.10 Return from Leave. An Employee returning from any leave under this article shall be entitled to return to their previously held job classification and schedule (hours and days), subject to the following conditions:

1. Neither the classification nor schedule has been abolished.
2. There is an opening in the classification; and
3. The Employee's leave does not exceed that permitted by any provision of this Agreement.

In the event of 1 or 2 above, the employee will be placed on a recall list and offered the next available opening. An employee shall remain on the recall list until either: (a) the employee is offered an opening for which they are qualified, or (b) one (1) year has transpired, whichever happens first. If an employee is offered an opening for which they are qualified but refuses that position, the employee shall be removed from the recall list.

Section 14.12 Coordination with Applicable Laws. With the understanding that the Employer is not currently governed by the Family and Medical Leave Act

and is not adopting the FMLA, except as specifically described in this agreement, the Union and the Employer 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 Agreement are more favorable to the Employee than those provided under law the terms of this Agreement shall prevail. Where applicable, leaves of absence granted under this article may run concurrently with any applicable leave rights the Employee may have under the Family and Medical Leave Act.

ARTICLE 15

JURY DUTY

Section 15.1 Jury Duty. Regularly scheduled Employees, exclusive of probationary, on-call or extra Employees who are required to serve on court jury (not grand jury) shall be given a leave of absence for the jury duty pay and shall be paid, for a maximum of two (2) weeks, the difference between their jury pay and the wages they otherwise would have earned during straight time hours of available employment or at their prevailing PTO rate of pay for tipped Employees. Employees may use PTO as necessary if their Jury Duty service extends beyond two (2) weeks.

1. Notice to the Employer. Employees must notify their designated supervisor prior to the commencement of jury service and, if the period of service is for longer than one week, they shall be required to report by telephone to their supervisor at the end of each week of jury duty
2. 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. Employees 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)

All regular full-time and part-time Employees.

Section 16.1 Accrual. Employees accrue PTO hours with every hour they are paid. Available PTO hours shall be included on each Employee's paycheck stub, either in paper or digital form.

Paid Time Off can be used for any purpose. There is no waiting period before employees may use this benefit. Employees will accrue PTO at a rate of 0.0769 hours of PTO for each base hour. These base hours include regular hours, PTO hours, and holiday hours. This accrual rate is equivalent to one hundred sixty (160) hours of PTO per year based on a standard full-time 2,080-hour year. Unused PTO may be carried over indefinitely, however, PTO is capped at a maximum available balance of three hundred twenty (320) hours.

Section 16.2 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 workers will receive the taproom Back of the House (BOH) rate.

Section 16.3 Scheduling. Employees are advised but not required to request PTO at least four weeks in advance of their requested time off. 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 or more employees request PTO on the same day for the same time period and the Employer deems it would interfere with necessary business operations, seniority shall prevail. The Employer reserves the right to schedule PTO so that PTO hours will not interfere with business operations. 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 the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the Employee. To receive PTO, the Employee must work the regularly scheduled hours immediately preceding and following the requested PTO time.

Section 16.4. Terminated Employees. Employees who resign or otherwise voluntarily terminate their employment with proper notice (28 calendar days) shall be entitled to payout of up to eighty (80) hours earned and accrued PTO.

ARTICLE 17

HOLIDAYS

The following days will be considered holidays each year: New Year's Day, Memorial Day, Juneteenth, July 4th, Labor Day, General Election Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

All regular, non-temporary and non-on-call employees will receive (8) eight hours' pay for each holiday regardless of if they work, except for General Election Day, in which case they will receive only two (2) hours, and only if they were scheduled to work.

Any work performed by Employees on a holiday shall be paid for at the rate of and one and a half times (1 and ½) the regular hourly rate of pay, and those employees will not be entitled to the eight (8) hours of holiday pay as provided in the paragraph immediately above.

The Employer and the Union agree to a mutually acceptable rotation schedule for staffing on holidays.

ARTICLE 18

SUBCONTRACTING

Section 18.1 Temp Workers/Event Workers. When the Employer directly hires temp workers or contracts with temporary/staffing agencies, the Employer will invite and give preference to any competitive proposal made by a temporary staffing agency that is a signatory with UNITE HERE! Local 17.

Section 18.2 No Subcontracting. The parties agree that it is desirable to maintain the integrity of the existing bargaining unit. Except with respect to work the Employer is already subcontracting as of the date of this agreement the Employer shall not subcontract out bargaining unit work at any time when any bargaining unit employee within the relevant classification is or will become displaced.

The Employer shall not churn temporary employees for the purpose of avoiding hiring regular employees. Nothing in this agreement shall prohibit Employer from co-packing at another facility if necessary for business reasons.

Section 18.3 Bargaining Unit Work. Except relative to the Employer's community, marketing, and sales teams/functions, where supervisors and managers will continue to operate alongside bargaining unit employees consistent with the

custom and practice in effect prior to this agreement and as long as this does not lead to a reduction in hours of a bargaining unit employee, non-covered employees shall not perform bargaining unit work, except for emergencies, training employees or work that is de minimis. This can be modified by mutual agreement through the scheduling committee. For allowable reasons a manager or supervisor may periodically help in the taproom, it is with the understanding that they will never take or share in tips.

Section 18.4 Street Team & Temporary Workers. Nothing in this Agreement shall prohibit Employer from hiring non-unit workers for its “Street Team” consistent with its prior pattern and practice. Nor shall this Agreement prohibit Employer from hiring member-owners or other loyal fans on a temporary basis to work beer festivals and special events, consistent with its prior pattern and practice.

Section 18.5 Internships. The Employer may offer internships which perform bargaining unit work at a special Internship wage, which shall not be less than the lowest non-tipped classification wage. Such internships shall last no longer than six (6) months, or in the event that they do, interns will become regular employees. When an intern becomes a regular employee, their internship will be considered their probationary period, and they will not be required to serve an additional probationary period.

The Employer will not utilize interns in any week in which the Employer is operating under a reduced workweek and use of such individuals will not result in loss of hours for any bargaining unit employee. The Employer will use this provision in good faith.

Section 18.6 Generally. Except as otherwise specified above in article 18.2 or elsewhere in this agreement, Employer may discontinue or transfer, assign or subcontract all or any part of its business operations to any outside person, firm, or corporation whatsoever, selected by the Company.

ARTICLE 19

TECHNOLOGICAL CHANGES AND AUTOMATION

Section 19.1 Technological Changes. Technological change includes but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements that substantially alter, increase or decrease, or evolve the type or manner of work performed by employees in the Employer’s workplace. A technological change does not include the updating of any

of the types of changes listed above to move or change to an updated or improved version of that concept which does not result in a material reduction to the number of bargaining unit employees employed under this Agreement.

1. The Employer shall give the Union at least *twenty (20)* days' advance notice of any technological change before it is implemented. In the event the Employer intends to design such technology change, the notice shall be given before any design work on the technology is commenced. The Employer 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.

2. If the Union questions or objects to the change, the Employer shall promptly negotiate in good faith the foregoing matters with the Union. The Employer shall share prototypes with the Union subject to an appropriate confidentiality agreement. If no objection is raised within the above twenty (20) day period, it shall be deemed waived.

3. 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 Agreement. The Employer shall not implement any technology unless the Employer has carried out these duties to the Union.

4. Under no circumstance shall beer or other product recipe or ingredient changes be restricted by this provision.

ARTICLE 20

SAFETY

Section 20.1 Safety & Labor Management Committee. The parties shall create Safety & Labor Management Committee(s) consisting of at least two (2) management representatives and at least two (2) union representatives bargaining unit members. This Committee shall meet at regular intervals to review, discuss and make recommendations concerning cleaning products, ergonomic reviews, safety, efficiency and suggestions for improving the cooperative working relationship between Employees and the Employer.

The employer, through the Safety & Labor Management Committee will work with the employees to create a set of standards for Diversity and Inclusion. Such standards shall include continual workplace training(s) to help further those goals.

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 an assignment subjects them to unusually dangerous conditions which are not normally part of the job. Prior to exercising their rights under this Article, the Employee shall promptly notify management of the perceived unsafe unusually dangerous condition. The Employer may not discriminate or retaliate against an employee for exercising their rights.

Section 20.3 Law Enforcement. The Employer shall not utilize on-duty or off-duty law enforcement officers in place of hired security personnel at its establishment or at any off-site function unless otherwise required by law or by any applicable third-party requirements, for example, one imposed by a venue, insurance company, or landlord.

Section 20.4 Supplies. The Employer shall provide sufficient supplies, equipment, and cleaning materials needed for the timely, safe, efficient, and effective performance of their duties to all Employees. Employees shall not be disciplined for not completing their work assignments if the Employer has not provided sufficient supplies to complete their duties, provided the employee has given immediate notice to management of any insufficiency so that the problem can be rectified.

Section 20.5 Defective Equipment. Employees shall report to the Employer all defects of equipment. In the event such reported defect affects safety, the Employer 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. Upon an Employee's reasonable request, the Employer shall make available for inspection any maintenance logs for any machinery the employee is required to operate as part of the regular expectations of their role, classification, and department, in the form, and to the extent, such records are regularly maintained by the Employer.

Section 20.6 Pregnancy Protections. If an employee so requests the Employer 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. "Reasonable accommodation" may include, but not be limited

to, more frequent or longer breaks, time off to recover from childbirth, temporary transfer to a less strenuous or less hazardous position, job restructuring, light duty, additional break time, private non-bathroom space to express breast milk, assistance with manual labor and modified work schedules. Any time off provided as reasonable accommodation will run concurrently with any protected leave the employee is otherwise entitled to take for the condition under applicable laws.

Section 20.7 Cleaning Duties. The Employer shall develop and maintain systems and processes that provide for and maintain the cleanliness of shared employee areas.

Section 20.8 Heat Safety. The Employer is committed to providing a safe work environment for Employees, including related to working in high heat conditions.

For Employees in production roles not working in climate-controlled environments, the Employer shall:

- A. Supply electrolyte supplements for Employee use at no cost to the Employees: (i) from Memorial Day to Labor Day each year and (ii) at any time, regardless of date, where the heat index, as measured by any monitoring system installed onsite by the Employer, or, in the absence of such an on-site monitor, as measured by the National Weather Service at the Minneapolis, St. Paul International Airport, exceeds 91° F;
- B. Provide additional paid rest periods whenever the heat index, as measured by any monitoring system installed on-site by the Employer, or, in the absence of such an on-site monitor, as measured by the National Weather Service at the Minneapolis, St. Paul International Airport, exceeds 103° F; and
- C. Provide N95 respirators available for Employees' voluntary use whenever the Air Quality Index exceeds 100 AQI whenever Employees are working in an environment with regular and consistent exposure to outdoor air.
- D. The Employer will make every reasonable effort to install and maintain the on-site monitoring system within one hundred and eighty (180) days of the signing of this agreement.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

Section 21.1 The Employer will offer annual paid memberships to the Brewers Association (BA) to Department Leads, Senior Brewers, and similarly senior bargaining unit employees.

ARTICLE 22

HEALTH AND WELFARE

Section 22.1 Trust Language. Effective December 1, 2024, The Employer agrees to contribute for each eligible employee covered by this Agreement to UNITE HERE HEALTH (“Fund”) for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Hospitality Plan Unit (Plan) or such new, merged, or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10 am on the last business day of the month, any changes in the status of an employee that may affect that employee’s coverage (for example, terminations, layoffs, FMLA leave, disability, new hires and newly eligible). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund’s online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer’s late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended,

and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 22.2 General Provisions. The Employer agrees to contribute for each eligible employee upon the earlier of: (a) the first of the month following sixty (60) days of continuous employment, or (b) the completion of one thousand and twenty (1,020) hours.

An eligible employee is defined as a full-time employee who are regularly scheduled to work twenty (20) or more hours per week as defined by Section 9.15 of the Agreement.

Start Up List. No less than sixty (60) days before the effective date of this Article, the Employer shall provide the Fund with the following information in the electronic manner required by the Fund. The Union and the Employer acknowledge that if this information is not provided in an electronic format at least sixty (60) days before the effective date of this Article, benefits to otherwise eligible employees may be delayed beyond the effective date.

Social Security Number, First Name, Last Name, Birth Date, Address, City, State, Zip, Phone Number, Email Address (if known), Current Coverage.

Employee Co-Premium Reporting. This Agreement requires some or all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, the Employer agrees to specify the total amount of contributions being submitted by the employee, the total amount of contributions submitted from the Employer and the total contribution amount on the monthly electronic report required by the Fund.

The following classes of employees shall be covered by this agreement and eligible for contributions to the Fund. All bargaining unit employees who are employed by the Employer in its operations including but not limited to: Beertenders, Hosts on Duty, Brewers, Cellar workers, Packaging workers (including canning, bottling, racking kegs, crowler packaging), Merchandisers, Lab Technicians,

Warehouse/Shipping & Receiving workers, Social Media workers, Graphic Design workers and/or any Employees in similar job titles and/or performing similar work.

Section 22.3 Monthly Employer Contributions. Conditioned on the individual employee's co-premium obligations, if any, first being satisfied by the employee through payroll deduction or direct payment, the Employer shall contribute the sums stated below for each eligible employee, who is required and who elects coverages from the Fund.

Silver Plus PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
12/1/24	\$569.63	\$1,214.88	\$950.17	\$1,687.34
1/1/25	\$598.11	\$1,275.63	\$997.68	\$1,771.71
1/1/26	To be determined			

Dental PPO with Vision – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
12/1/24	\$42.06	\$99.11	\$96.80	\$140.71
1/1/25	\$42.06	\$99.11	\$96.80	\$140.71
1/1/26	To be determined			

Effective January 1, 2026 through the expiration of this agreement, the Employer agrees to contribute the contribution rates necessary for all of the above-mentioned options, as determined by the Fund, to sustain benefits. The Employer will absorb, up to a maximum increase of eight percent (8%) over the previous year's contributions. For an annual contribution rate increase in excess of eight percent (8%), the eligible employee will contribute the amount in excess of eight percent (8%) in addition to their co-premiums. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

The parties agree that the employees' portion of the contribution rates for Silver Plus medical cannot be more than twenty-five percent (25%) of the entire premium for single coverage only.

Section 22.4 Employee Co-premiums. Employees shall be eligible for Silver Plus Medical single health coverage at a rate of twenty percent (20%) of the monthly rate. Dependent Health Care monthly employee contribution will be seventy-five percent (75%) of the difference between what the Employer would pay for single coverage under Silver Plus Medical and the full cost of any other plan.

Employees shall be eligible for Dental with Vision coverage at a rate of thirty-five percent (35%) of the monthly rate.

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks on a biweekly basis. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Section 22.5 Enrollment. The Employer and the Union will hold an initial open enrollment and benefits engagement event on the Employer's premises within the Fund-specified enrollment period.

Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies. The Employer is required to keep a copy of either the confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

For employees hired after the effective date of this agreement, or who become eligible to enroll in the Hospitality Plan after the effective date of this agreement, the Employer shall make available a computer for employees to use during such employee's enrollment period to electronically enroll in the Hospitality Plan.

The parties agree that should there be a point in during this agreement that the non-bargaining unit employees are no longer able to participate in UHH due to a change in the fund, the parties will meet and bargain this Article of the Collective Bargaining Agreement.

ARTICLE 23
STATE AND FEDERAL LAW
AND SAVINGS CLAUSE

It is the intention of this Agreement that it be in conformity with all applicable State, City and Federal Laws and if any part of this Agreement shall be found to conflict

with such laws, the law shall apply, and the remaining terms and provisions of the Agreement shall remain in full force and effect.

ARTICLE 24
SUCCESSORS AND ASSIGNS

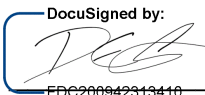
This Agreement shall be binding upon the successors, assigns, purchasers, lessees or transferee of an Employer whether such succession, assignment or transfer be affected voluntarily or by operation of law or by merger or consolidation with another company, provided the establishment remains in the same line of business.

ARTICLE 25
TERM OF AGREEMENT

This Agreement shall be in effect for a period of three (3) years commencing on the 20th day of August, 2024 and shall continue to and including the nineteenth (19th) day of August, 2027 and be automatically renewed thereafter, unless at least sixty (60) days prior to the termination date either party serves written notice upon the other by certified mail of a desire to terminate, change or modify this Agreement.

IN WITNESS WHEREOF, the Employer and the Union hereby execute, sign and attest to this Agreement this 18th day of October, 2024.

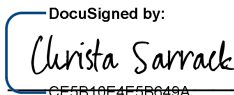
Fair State Brewing Cooperative,

DocuSigned by:

FDC200942313410...

Evan Sallee

CEO

UNITE HERE LOCAL NO. 17,

DocuSigned by:

CE5B10E4E5B049A...

Christa Sarrack

President

APPENDIX A

INSURANCE

Life Insurance & Short-Term Disability Insurance (STDI). Employer will continue life insurance and STDI policies substantially similar to those it was maintaining prior to this contract

Retirement:

The Employer agrees to deduct from the pretax wages of employees desiring to participate in the Employer's retirement plans, such as a 401K or IRA, the amount designated by the employee and remit the amount monthly to the Plan. Employees will be allowed to change the amount they wish to contribute once per year.

The Employer agrees to continue its practice of a 3% match.

SCHEDULE OF WAGES

Starting Rates of Pay:

Packaging: \$19.00
Brewer: \$20.00
Warehouse: \$19.00
Taproom: Tipped: Min Wage
Taproom BOH: \$19.00
Merchandiser: \$17.00
Social Media, Marketing, Design: \$19.00

General Increases:*

Taproom Tipped	Min Wage
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Ratification — 2.5 %	
Feb. 20, 2025 — 2.5 %	
Aug 20, 2025 — 2.5 %	
Feb. 20, 2026 — 2 %	
Aug 20, 2026 — 2.5 %	
Feb. 20, 2027 — 2 %	

*Employees hired within three (3) months prior to any scheduled increase shall not be entitled to an increase on that date.