AGREEMENT

BETWEEN

CHICAGO BEER WHOLESALERS ASSOCIATION

and

TEAMSTERS LOCAL UNION NO. 703

affiliated with the

International Brotherhood of Teamsters

February 1, 2023 - January 31, 2027

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This AGREEMENT, effective February 1, 2023, is by and between the CHICAGO BEER WHOLESALERS ASSOCIATION (hereinafter called the "Association"), for and on behalf of its members and others signatory hereto (each member Company signing the Agreement is hereinafter called "Employer") and TEAMSTERS LOCAL UNION NO. 703, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE 1

Recognition

Section 1. Bargaining Unit. The Employer recognizes the Union as the exclusive representative of all employees in the classifications of work specified in this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act. This provision shall apply to all present and subsequently acquired similar operations of the Employer within the jurisdiction of the Union.

Section 2. Sole Agreement. The Employer will bargain with no other union with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

ARTICLE 2

Union Security and Check-off

Section 1. Union Membership. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union during the term of this Agreement as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of employment on and after the 31st day following the effective date of this Agreement or their date of employment.

This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively. The term "members of the Union" as used in this Section shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

Section 2. Check-off. On receipt of written authorization from an employee, the Employer agrees to deduct uniform assessments, fees and/or monthly Union dues from the pay of such employee on a quarterly basis in advance and remit same to the Union no later than the last day of the first month of each calendar quarter, namely, January, April, July and October. Such authorization once given shall be irrevocable for a period of one (1) year.

Upon receipt of written authorization from a new employee, the Employer agrees to deduct initiation fees, re-initiation fees, transfer fees, dues in arrears, and uniform assessments, if any. Such deductions will be made once weekly and remitted to the Union. Deductions shall be made weekly until the aggregate amount has been deducted. Additionally, during that time the Employer agrees to deduct from the pay of such members the regular amount of fees and/or monthly dues on a quarterly basis in advance and remit same to the Union no later than the last day of the first month of each calendar quarter, namely, January, April, July and October. A refusal by the Employer to remit to the Union fees and dues which have already been deducted by the Employer shall constitute a breach of this Agreement, and the Union shall have the right to call a work stoppage at the Employer's place of business providing that prior thereto the Union shall give the Employer ten (10) days' notice, in writing, by certified mail, and said fees and/or dues are not thereafter remitted.

Under this Agreement, casual employees are required to pay Union dues and/or fees as a condition of employment at the rate of $3.00 per day of employment (not to exceed the monthly dues required by the Union).

Under the terms of this Article, the Employer shall have no obligation to discharge any employees at the request of the Union except for the nonpayment of regular dues and initiation fees normally required of all employees.

Section 3. Voluntary Payroll Deduction. The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a quarterly basis, in one check, the total amount deducted along with the names of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. No deduction shall be made which is prohibited by law.

Section 4. Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 3

Representation

Section 1. Union Stewards. The Union shall be entitled to appoint and maintain a Union Steward at each of the Employer's distribution centers whose duty it shall be to report new employees going to work. It is specifically understood that stewards are not authorized officials of the Union, or agents of the Union, nor is any employee delegated any authority for any other purpose unless, in writing, the Union by its proper officers designates the steward or any other employee for any further purpose.

Section 2. Visitation. An authorized agent of the Union shall have access to the Employer's establishment during regular working hours for the purpose of posting notices, adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to with regard to the employees covered by this Agreement; provided, such agent gives advance notice and goes to the Employer's office before entering any other area of the Employer's property and agrees to comply with the Employer's reasonable safety and security policies.

ARTICLE 4

Grievance Procedure

Section 1. Time for Filing. All grievances relating solely to the discharge or discipline of an employee must be presented in writing to the Employer and the Union within five (5) regular working days after the date written notice of the discharge or discipline is given to the employee or any grievance with respect thereto shall be deemed abandoned. All other grievances must be presented in writing to the Employer within ten (10) days from the date of the occurrence of the grievance or the date on which the employee had knowledge or should have known of the grievance, whichever is later, or said grievance shall be deemed abandoned. Should the Employer and employee be unable to adjust any grievance, it shall be processed as follows:

Step 1. Within five (5) regular working days after failure to adjust the grievance as above provided, the Employer and the Union shall meet and attempt to reach a settlement which shall be final and binding. Such time limit may be extended by mutual agreement. In the event the parties do not meet within five (5) regular working days, or such mutually extended time, the grievance shall automatically advance to Step 2.

Step 2. If the parties fail to reach a settlement at Step 1 for a discipline or discharge grievance or an individual pay claim that does not involve contract interpretation, such grievance will proceed directly to Step 3 (below). If the parties fail to reach a settlement at Step 1 for a contract interpretation grievance, the grievance may be submitted to the President of the Association or his designated representative, which notice must be emailed not more than ten (10) working days after the date of the Step 1 meeting. If no such timely notice is given, the grievance shall be deemed abandoned. If timely notice is provided, the President of the Association or his designee shall have five (5) business days from receipt of the grievance to inform the Union whether the matter should first be heard by the Joint Grievance Committee in Step 2. If the Association fails to inform the Union of its intent to submit the grievance to the Joint Grievance Committee, the grievance will proceed directly to Step 3. If the Association opts to have the matter heard by the Joint Grievance Committee, a Joint Grievance Committee composed of three (3) Employer representatives designated by the Association and three (3) Union representatives shall be convened at a mutually convenient time, but in no event later than twenty (20) regular working days from receipt of notice, and shall render its decision promptly after hearing the grievance. In the event the Joint Grievance Committee does not convene within the time limits set forth herein, the grievance shall automatically advance to Step 3. Grievances submitted to the Joint Grievance Committee shall be resolved by a majority vote of those voting. If the Joint Grievance Committee resolves the dispute, its decision shall be final and binding upon the parties and the employee(s) involved in the grievance.

The Joint Grievance Committee may adopt such rules or procedures as it deems necessary to perform its function, including the right to require production of such books and records as may be essential to make a final and complete resolution of a grievance but shall have no power to assess costs or to require the payment of attorneys' fees.

Step 3. If the Joint Grievance Committee is deadlocked on the disposition of the grievance and the Union elects to arbitrate, then, within ten (10) working days following the date of the meeting at which the deadlock occurred, the Union shall give written notice to the Employer of its desire to arbitrate. If no such timely notice is given, the grievance shall be deemed abandoned. If timely notice is given, the parties shall agree upon an arbitrator or, if they do not so agree, they shall request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators who office in Illinois, Indiana, Iowa, Michigan, Ohio, or Wisconsin. The Union or the Employer[1] shall, on alternate grievances, first strike a name from the panel

[1] Whoever the Employer may be at the time of striking shall assume the position of the Employer involved in the initial striking for purposes of alternating.

of arbitrators. The parties thereafter shall strike alternately with each party striking three (3) names, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place for a hearing subject to the availability of the Employer and the Union. The decision of the arbitrator shall be final and binding upon the employee(s), the Union and the Employer. The jurisdiction of the arbitrator shall be only in regard to the particular dispute before him and he shall have no power or authority to add to, subtract from, modify or change in any way the terms of this Agreement or any discharge or disciplinary action taken by the Employer if the grievant is charged with theft, unless he finds the employee innocent of the charge. The arbitrator shall render his decision and award within thirty (30) days after the close of the hearing or the date of briefs, if any, unless such time is extended by mutual agreement between the Union and the Employer. The fees and expenses of the arbitrator, including the cost of any transcript of the proceedings and the cost, if any, of the hearing room, shall be shared equally between the Employer and the Union. Each party shall pay its own costs of preparation and attorneys' fees.

Section 2. No Strike or Lockout. The parties agree that there shall be no strike (including sympathy strikes, slowdowns, or other interferences with operations) or lockout during the term of this Agreement but that all differences shall be settled promptly as provided in this Article or by law.

Section 3. Unauthorized Strikes. It is agreed that, in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of or interference with work, the Union shall not be liable for damage resulting from such acts of its members where not authorized by the Union. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage or interference with work mentioned above, it is specifically understood and agreed that the Employer shall have the sole and complete right to discipline any or all participating employees, including discharge.

Section 4. Union as Exclusive Representative. The Union, in the redress of alleged violations by the Employer of this Agreement, shall be the exclusive representative of the interests of each employee covered by this Agreement and only the Executive Board of the Union or their designated representative shall have the right to assert against the Employer any claim, proceeding or action alleging a violation of this Agreement or claiming a right under this Agreement. No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis or by reason of any claim that the Union or any Union officer or representative or the Executive Board has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement or otherwise.

ARTICLE 5

Management Rights

Section 1. The Employer reserves all traditional management rights except to the extent that such rights may be modified or restricted by the specific terms of this Agreement. The management of the business and the direction of the work force, including but not limited to the right to plan, direct and control all operations or services to be performed by employees, to schedule working hours, to hire, promote, demote and transfer, to suspend, discipline or discharge for just cause, to relieve employees because of lack of work or for other legitimate reasons, to make, publish, and enforce reasonable rules and regulations, to introduce new or improved methods, materials, products or facilities are the exclusive function of management limited only by the express language of this Agreement; provided, however, that such rights shall not be exercised in a manner contrary to or inconsistent with the terms of this Agreement or existing law. Any claim that the Employer, in the exercise of its traditional management rights, is violating the provisions of this Agreement may be taken up through the grievance procedure including arbitration.

Section 2. No person not covered by this Agreement shall operate forklifts or drive trucks, except as necessary to complete work on a timely basis, to prevent loss or damage to property, or for training purposes, provided such work shall not result in supplanting bargaining unit positions or reducing bargaining unit hours.

ARTICLE 6

Seniority

Section 1. Definition. Seniority is defined as a permanent employee's length of continuous service from his last date of hire as a permanent employee with his present Employer. Seniority shall apply on a job classification basis within each individual distribution center. In case of employees hired on the same day, seniority shall be assigned alphabetically on the basis of the employee's last name. The word "permanent" shall mean employees who have a permanent job assignment and who are a part of the total complement of classified personnel within a distribution center of a present Employer. All other employees, including summer or casual employees, shall be considered temporary employees and shall not accrue seniority until they become part of the permanent assigned work force following the completion of their probationary period. When a temporary employee becomes a permanent employee, his seniority shall date from his first day of continuous employment as a permanent employee within the distribution center.

Section 2. Probationary Period. All newly hired employees for permanent positions shall be on probation for a period of ninety (90) work days. Such employees shall be reviewed by the Employer as to qualifications. An Employer may terminate an employee during his probationary period and the employee shall have no recourse under the grievance procedure or other provisions of this Agreement. For employees who successfully complete their probationary period, their seniority date as a permanent employee shall be the first day served as part of their probationary period. For purposes of coverage under the Health and Welfare and

Pension Funds, Employer contributions will be due for probationary employees after sixty (60) calendar days of employment or whatever alternative date is set by the Fund trustees.

Section 3. Layoff. In the event of a reduction in the work force of a job classification, the employees with the least job classification seniority in that classification shall be removed. Such employees (other than over-the-road drivers) with more seniority will have the right to displace the least senior employees in other classifications within the distribution center provided they have the skill and ability required to satisfactorily perform the duties of the classification of the displaced employees. Employees so displaced will have comparable rights. The least senior employee displaced as a result of the foregoing procedure shall be laid off.

Section 4. Recall. Laid-off permanent employees shall be recalled in order of seniority to fill vacant positions which they are qualified to perform. In order to be eligible for recall, employees must keep the Employer advised of their current mailing address and telephone number. Written notice of recall to work after a layoff shall be given by the Employer by certified mail or overnight courier addressed to the employee at the last address appearing on the records of the Employer. The letter shall be deemed received if returned and marked "no forwarding address" or with words of similar meaning.

Section 5. Job Vacancies.

(a) Job vacancies will be posted for three (3) days during which employees can express an interest in the posted job(s). Posted jobs will not be filled until Monday of the following week.

(b) When a vacancy for a Package Driver occurs within a distribution center and no laid-off employee is entitled to be recalled to said classification, the vacancy may be filled by the Employer assigning a Package Driver from another of the Employer's routes or by promoting an employee from the Helper classification who has demonstrated the ability to satisfactorily perform as a Package Driver and who, in the opinion of the Employer, possesses the attributes required to best serve the interests of the Employer on the route involved. Any vacancy created by such assignment shall be filled in the same manner. A Helper assigned under this Section shall not acquire seniority in the Package Driver classification unless or until he has successfully completed a 180-day trial period in the Package Driver classification. A Helper assigned under this section who fails to demonstrate his ability to satisfactorily perform the duties of the Package Driver classification within the trial period may be terminated. A Helper who refuses an assignment to fill a vacancy in the Package Driver classification under this Section or to fill in due to absenteeism or other needs may be terminated.

(c) When a vacancy for a Helper occurs within a distribution center and no laid-off employee is entitled to be recalled to said classification, the vacancy may be filled by the Employer assigning a Helper from another of the Employer's routes. Any vacancy created by such assignment may be filled in the same manner. Any vacancy for a Helper not filled by the foregoing procedure, and any vacancy which results from the application of the foregoing procedure, shall be filled by the Employer assigning a qualified employee from the Draft Beer Driver, Draft Beer Helper, Warehouseman or Fork Lift Operator classifications. In order to be qualified, any such employee must have been assigned to work as a Helper on at least 150 days during the year prior to the date of the vacancy and must have satisfactorily performed his assigned duties on such job. If the vacancy cannot be filled under the foregoing procedure, the Employer may fill the vacancy either by upgrading an unqualified employee or hiring a new employee.

(d) In filling any other vacancies, the Employer shall first consider (but shall not be obligated to promote) employees currently employed by the Employer, including casual employees who may have previously expressed an interest in permanent employment. In filling any vacancy, the Employer shall not consider any factor prohibited by Article 20, Section 12 or applicable law.

Section 6. Reassignment of Employees. Employees will not be removed or demoted from a job classification except for reasons of performance, conduct or other legitimate business reasons. No employee shall have their terms or conditions of employment materially altered for arbitrary, retaliatory or discriminatory reasons.

Section 7. Shift Preference. Senior employees within that classification will be given preference for job vacancies on shift work if the relative skills and abilities of employees are equal. The absence of a commercial driver's license does not disqualify a warehouse employee from exercising his or her rights under this Section. This shift preference can be asserted once in a 12-month period.

Section 8. Summer and Casual Employees. Summer employees (employees employed between the dates of May 1 through September 15) and casual employees who may be employed on a day-to-day basis shall be considered temporary employees and shall receive no continuous service credit. "Day-to-day basis" means that temporary (casual) employees may be used to fill-in for temporary vacancies of permanent employees (absenteeism, vacation, leaves, etc.) and to supplement the permanent employee workforce in peak periods and for split routes. Temporary (casual) employees shall not be used to supplant a permanent employee or permanent employee position, but the Employer may use a temporary (casual) employee on a regular basis (everyday) in a particular position or route so long as the Employer is training the temporary (casual) employee to obtain a CDL and the temporary (casual) employee is expected to assume a permanent position upon achieving the necessary license and/or certification and within the reasonably foreseeable future. Temporary (casual) employees may be assigned as Helpers on package or draft routes or to any hourly rated job. Temporary employees may be given an opportunity to qualify as permanent employees if a vacant permanent position is available and if they meet all qualifications required of new applicants. Temporary (casual) employees who become permanent employees shall accrue seniority from their first day of continuous employment as a permanent employee within the distribution center.

Section 9. Termination of Seniority. Continuous service shall be broken and the employment relationship terminated when an employee:

(a) Quits.

(b) Is discharged for cause.

(c) Fails to report within two (2) working days following proper notice of recall.

(d) Is laid off:

(1) for employees with less than ten (10) years' continuous service, for a period in excess of twelve (12) consecutive months, and

(2) for employees with ten (10) or more years' continuous service, for a period in excess of twenty-four (24) consecutive months.

(e) Is off due to non-occupational illness or injury for twelve (12) consecutive months.

(f) Fails to return to work on schedule following a vacation or authorized leave of absence or accepts other employment while on leave of absence, unless the Employer has given written permission to do so.

(g) Is absent from work for a period of three (3) working days without notifying the Employer, unless the employee proves it was not possible to give such notice.

(h) Accepts severance pay.

(i) Retires.

Section 10. Seniority List. The Employer shall post a current seniority list of its employees a minimum of two (2) times per year (in May and November) which shall include the name, job classification and job classification seniority date. The seniority dates listed thereon shall be final and binding unless objected to within five (5) working days after the list is posted. Upon request, a copy of such seniority list will be given to the Union.

ARTICLE 7

Workweek and Overtime

Section 1. Package Drivers and Helpers.

(a) The regular or normal workweek for Package Drivers and Helpers shall consist of five (5) working days commencing with Monday and ending with Friday. No regular deliveries will be made by Package Drivers and Helpers on Saturday, Sunday or any of the holidays specified in Article VIII.

(b) Package Drivers will make all required stops and return to the warehouse or garage as soon as possible following their last stop. Package Drivers and Helpers shall be entitled to a one (1) hour unpaid lunch period each day (inclusive of any mandatory DOT stop).

Section 2. Hourly Rate Employees.

(a) General. This Section is intended to define the normal 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 days of work per week or of working schedules.

(b) Regular Workweek. The regular workweek for outside hourly rate employees shall consist of forty (40) hours, Monday through Friday. The regular workweek for inside hourly rate employees shall consist of forty (40) hours, Monday through Friday or Tuesday through Saturday. The workday shall consist of eight (8) consecutive hours of work exclusive of lunch periods. The Employer may also schedule inside employees to work four 10-hour shifts, exclusive of lunch periods on consecutive workdays in the above workweeks. The Employer shall first seek volunteers to work Tuesday through Saturday shifts before assigning the least senior employee(s) who meet the Employer's qualifications.

(c) Overtime. One and one-half (1-1/2) times the regular hourly rate shall be paid for all work performed in excess of forty (40) hours in any one workweek by hourly rate employees. In the case of night shift starts at or after midnight on the calendar day of Monday, these starts shall be considered as Monday starts for the purpose of the Monday through Friday workweek. Therefore, the night shift start for such employees after midnight on the calendar day of Friday or Saturday a.m., shall be paid at the straight-time hourly rate unless they exceed forty (40) hours in any one workweek, in which case they shall be paid at time and one-half (1-1/2) the straight-time hourly rate.

(d) Shifts. The regularly established shifts shall be as follows:

(i) Day Shift. Eight (8) consecutive hours of work, exclusive of lunch, starting between 6:00 a.m. and 12:59 p.m.

(ii) Afternoon Shift. Eight (8) consecutive hours of work, exclusive of lunch, starting between 1:00 p.m. and 7:59 p.m.

(iii) Night Shift. Eight (8) consecutive hours of work, exclusive of lunch, starting between 8:00 p.m. and 5:59 a.m.

All hours worked by an employee shall be considered as worked on the shift on which he begins work. No employee may be required to continue working for more than fourteen (14) hours from the beginning of the employee's shift. Shift schedules will be posted by Thursday noon for the following week. Shift start times may not be changed more than four (4) times per year. There shall be no split shifts, and, except in emergencies, an employee will be scheduled to work the same shift throughout a workweek.

(e) Shift Differential. Employees assigned to and working on the afternoon shift shall receive a differential of thirty cents (30¢) per hour. Employees assigned to and working on the night shift shall receive a differential of thirty five cents (35¢) per hour. Such shift differential shall be in addition to the established rates of pay and shall be included in the regular hourly rate for the purpose of computing overtime.

(f) Rest Periods and Overtime. Warehouse employees shall be allowed two (2) fifteen (15) minute paid rest periods during each workday, as close as possible to the middle of the first four (4) hour and the middle of the second four (4) hour work periods. Warehouse employees who are required to work overtime shall be allowed a fifteen (15) minute paid rest period during the first two (2) scheduled hours of overtime work, as close to the middle of that overtime period as possible, and shall be allowed an additional fifteen (15) minute paid rest period during the next two (2) scheduled hours of overtime work, as close to the middle of that second two (2) hour overtime period as possible. Overtime opportunities for Warehousemen and Fork Lift Drivers shall be offered to such employees on the shift affected who are working in the plant at the time the need for overtime work arises, in accordance with seniority. In the event that all available employees decline the overtime work, the least senior employees then working on the shift affected must perform the work required.

(g) Guarantee. Any permanent hourly rate employee who is regularly scheduled and who reports for work and any employee who is notified to report and who does report for work during the regular workweek and continues to be available and willing to work each day of the regular workweek when called, shall be guaranteed a workweek of forty (40) hours per week and a daily guarantee of eight (8) or ten (10) hours provided the employee is present and available for all scheduled hours. An employee called in before his regularly established time for a given week shall be guaranteed eight (8) hours of work or pay from his scheduled starting time on Monday of each workweek.

Any such employee who is scheduled to work on a Saturday which is not part of his previously scheduled workweek shall be compensated at the rate required by this Section with a minimum four (4) hour guarantee. Hourly rate employees who work on Sunday or on a seventh consecutive day or on one of the holidays designated in Article 8 shall be compensated at the rate of two times (2x) the employees' regular rate, with a minimum four (4) hour guarantee. For any work performed beyond the four (4) hour guarantee, the employee shall be paid for additional time actually worked. The provisions of this paragraph (g) shall not apply:

(i) In the event of power failure, breakdown of utilities, floods, storms, riots, strikes, fires, acts of God which interfere with work being provided, except that employees working on the shift during which such an event occurs shall be guaranteed work, or pay in lieu thereof, for the remainder of the scheduled shift. Employees assigned to the immediately following shift shall be notified not to report for work by telephone, at the telephone number appearing on their personnel record, at least two (2) hours prior to the starting time of their shift. If such notice to the telephone number of record is not made, such employees shall receive eight (8) hours' work or eight (8) hours' pay in lieu of work.

(ii) In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension, for just cause.

(iii) In any case in which an employee has not been scheduled or notified to report for work but who reports for work without call on his own accord.

(iv) In any case where an employee is absent so that notice not to report cannot be given him while at work, or through reasonable effort by the Employer.

(v) In any case where an employee fails to report for work after being scheduled to work.

(vi) In the event that one of the paid holidays occurs or falls during the normal workweek, thus reducing the weekly guarantee to four (4) days or thirty-two (32) hours, or three (3) days and thirty (30) hours, depending on the employee's schedule.

(vii) In any case where an employee refuses to perform the work to which he is assigned, provided he is capable of performing the work assigned.

(viii) In any case where an employee is called back to work from a layoff of five (5) days or more, and is scheduled to report on a day other than a Monday

(ix) In any case where the employee returns from absence during the workweek, on a workday other than a Monday.

(x) In any case where the employee fails to notify the Employer of his intent to return to work on the morning of the workday prior to his return.

(h) Hours Not Worked. Hours not worked, for which wage payment is made under the provisions of this Article, shall not be considered as time worked in determining weekly or other forms of overtime except for hours paid but not worked for Holidays identified in Article 8, Section 1.

(i) Records. Employer agrees that suitable records shall be kept so that there will be no misunderstanding about the amount of time an employee has worked.

ARTICLE 8

Holidays

Section 1. Designated Days. The following days shall be considered holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays which fall on Saturday or Sunday shall be observed on the following Monday.

Section 2. Holiday Pay.

(a) Employees shall be paid holiday pay of $150.00 in the case of Package Drivers and Helpers or eight (8) times their regular straight-time hourly rate, unless they are working a 4-day schedule.

(b) Employees working 4-day, 10-hour schedules who lose a day of work due to a holiday will receive ten (10) hours of holiday pay. If the holiday falls outside of their scheduled 4-day workweek, those employees will be paid eight (8) hours of holiday pay.

Section 3. Eligibility. In order to qualify for holiday pay:

(a) the employee must be a permanent employee who has completed his probationary period, and

(b) the employee must have performed work or been on scheduled vacation during the payroll week in which the holiday occurs.

(c) the employee must have worked as scheduled on his last scheduled workday prior to the holiday and his next scheduled workday after the holiday, unless he is excused in advance by the Employer or his failure to work as scheduled is excused by established proof of sickness or injury.

Where a holiday falls during an employee's scheduled vacation, he shall, if eligible, receive his holiday pay in addition to his vacation pay.

Section 4. Effect of Receipt of Holiday Pay on Overtime. For purposes of calculating overtime, hourly rate employees (including Draft Beer Drivers) who receive holiday pay shall be credited with eight (8) or ten (10) hours worked on the holiday or their actual hours worked, whichever is higher.

ARTICLE 9

Vacations

Section 1. Eligibility. All employees covered by this Agreement who have been regularly employed for any twelve (12) consecutive months shall receive the amount of vacation time off and vacation pay indicated in the following table, provided the employee has worked a minimum of forty (40) weeks during the twelve (12) consecutive months:

Period of Regular Employment	Weeks of Vacation	Weeks of Vacation Pay
12 consecutive months but less than two consecutive years	1	1
Two consecutive years but less than 7 consecutive years	2	2
7 consecutive years but less than 15 years	3	3
15 years but less than 25	4	4
25 or more years	5	5

Section 2. Restrictions on Time Off. Employees entitled to four (4) weeks of vacation may only take three (3) weeks of vacation between May 1 and September 1. The additional week may be taken between September 1 and May 1. An employee entitled to four (4) weeks may take all of his vacation in consecutive weeks during the period from October 1 to April 30.

Section 3. Vacation Credit. An employee who is off due to sickness or accident for a period in excess of three (3) months shall receive his vacation on a prorated basis as follows: upon his return to work, he shall be given credit for time off due to sickness or injury within the three (3) month period and be given vacation credit of l/12th of his total vacation schedule for each month worked before said three-month illness or injury and l/12th of his total vacation schedule for each month worked after said three-month illness or injury period within the employee's vacation year.

Section 4. Extended or Unauthorized Vacation. No employee shall extend his vacation beyond the weeks of vacation to which he is entitled, unless granted approval by the Employer. Nor shall any employee take vacation time off if not authorized by the Employer.

Any violation of this Section subjects the employee to immediate dismissal if the employee cannot establish through reasonable proof that his failure to report was beyond his control.

Section 5. Vacation Pay.

(a) A week of vacation pay shall be the employee's average weekly earnings for weeks worked during the prior calendar year as evidenced by the employee's earnings on his IRS Form W-2.

(b) Payment of vacation pay shall be made through the normal payroll cycle.

Section 6. Vacation Pay for Terminated Employees. Any permanent employee (employed one (1) or more years) whose employment is terminated for any reason whatsoever shall receive payment for vacation time earned but not taken. For each month such employee has worked since he became entitled to receive his last preceding annual vacation, he shall be paid one-twelfth of the annual vacation pay which he would have been entitled to receive had his employment not been terminated.

Vacation Scheduling. The Employer will post a vacation list on the first working day of October in each year of this Agreement so that employees may pick their vacation prior to December 15 of the year preceding the year in which the vacation is to be taken. Vacations shall be granted on a seniority basis. Any employee failing to timely pick his vacation shall forfeit any seniority right to bump less senior employees who have timely picked their vacations. Employees with at least three (3) weeks of vacation eligibility may choose to hold back up to five (5) days of vacation eligibility for scheduling during the vacation year. Vacation scheduled during the vacation year must be requested at least two (2) weeks in advance and is subject to availability on a first come, first served basis. The Employer will allow vacation to be scheduled throughout the year, except that the Employer may exclude employees from scheduling vacation in any week in which one of the holidays enumerated in the holiday Article occurs or in the week before (but not both), and the Employer shall allow at least two (2) drivers and one (1) warehouse employee to schedule vacation at all other times.

ARTICLE 10

Jury Pay

When an employee with seniority is called to render jury service, he shall, upon evidence of time served and payment received, be compensated for time off to perform jury duty, for a period not to exceed fifteen (15) working days during the term of this Agreement, the difference between jury pay and the employee's average daily earnings (calculated in the same manner as vacation pay). To be eligible for payment, the employee must give reasonable advance notice to his Employer that he will be absent and exhibit his jury summons.

ARTICLE 11

Bereavement Pay

Section 1. Time Off with Pay. In the event a death in the immediate family of an employee with seniority requires his absence from work to attend the funeral, the employee will be given three (3) days off with pay at the rate of the employee's average daily earnings (calculated in the same manner as vacation pay).

Section 2. Notice to Employer. The employee shall give notice to the Employer of his absence for this purpose, and the Employer may require proof of death and relationship. Immediate family, as used in this Section, means only the father, mother, father-in-law, mother-in-law, brother, sister, spouse, grandparents, children, and stepchildren of the employee.

ARTICLE 12

Wages

The commissions and wage rates to be payable during the term of this Agreement shall be as follows:

Section 1. Package Drivers .

(a) One-Person Routes. A Package Driver who has no Helper assigned to the route serviced by him shall be paid the following commissions for each case of merchandise, including non-alcoholic beverages, sold or delivered during the term of this Agreement to stops on the route serviced by him:

	2/1/23	2/1/24	2/1/25	2/1/26
Route-sell stops	67.01¢	69.70¢	72.49¢	73.94¢
Pre-Sell[2] stops	54.77¢	56.96¢	59.24¢	60.42¢

Any Package Driver covered by this paragraph (a) who is directed to deliver draft beer to a stop will be paid a commission of $1.90 per half barrel delivered.

(b) Two-Person Routes. A Package Driver who has a Helper (or any other employee assigned as a Helper) assigned to the route serviced by him shall be paid the following commissions during the term of this Agreement for each case of merchandise, including non-alcoholic beverages, sold or delivered to stops on the route serviced by him:

2/1/23	2/1/24	2/1/25	2/1/26

2 A pre-sell stop shall be any stop for which the customer's order is taken prior to delivery by a representative of the Employer (other than a Package Driver) who arranges for its delivery. Package Drivers shall not take orders from any customer who is designated by the Employer as a pre-sell stop and is regularly being called upon by the Employer's sales representative, either in person or by a program of telephonic communication.

Route-sell stops	54.77¢	56.96¢	59.24¢	60.42¢
Pre-sell stops	43.77¢	45.74¢	48.25¢	49.22¢

Any such Package Driver who is assigned to a route on which the list of accounts had a history of purchasing not more than 125,000 cases during the prior twelve (12)-month period shall be paid $100.00 per week of five (5) days in addition to the above commission. Any Package Driver covered by this paragraph (b) who is directed to deliver draft beer to a stop will be paid a commission of $1.55 per half barrel delivered.

(c) Loading Duties. A Package Driver will not be required to report for work more than forty-five (45) minutes prior to his/her scheduled, anticipated delivery departure time or be required to remain at work after he/she has completed all deliveries for the day to participate in the loading of trucks for delivery. This provision shall not preclude the Package Driver from participating in the loading or reloading process or the Employer from directing the Package Driver to perform loading duties during their on-duty time to expedite the delivery process. Such ancillary loading work shall be deemed part of the work performed for the commissions paid.

(d) Exchanges or Credits. Driver commissions shall not be offset or reduced as a result of exchanges or credits.

Section 2. Helper. A Helper assigned to a regular route shall be paid $100.00 per week of five (5) days plus the following commissions for each case of merchandise, including non-alcoholic beverages, sold or delivered to stops on the route serviced by him:

	2/1/23	2/1/24	2/1/25	2/1/26
Route-sell stops	31.69¢	32.96¢	34.28¢	34.97¢
Pre-sell stops	27.06¢	28.28¢	30.00¢	30.60¢

The Helper shall be paid a commission of seventy cents (80¢) per half barrel of draft beer delivered by him and his Package Driver.

Loading Duties. A Helper will not be required to report for work more than forty-five (45) minutes prior to his/her scheduled, anticipated delivery departure time or be required to remain at work after he/she has completed all deliveries for the day to participate in the loading of trucks for delivery. This provision shall not preclude the Helper from participating in the loading or reloading process or the Employer from directing the Helper to perform loading duties during their on-duty time to expedite the delivery process. Such ancillary loading work shall be deemed part of the work performed for the commissions paid.

Section 3. Case of Merchandise. For all purposes under this Agreement, the following packaging configurations shall constitute a "case" of merchandise (beverage):

36-48 bottles or cans up to 8 oz. inclusive, whether in one or more external cartons.

18 bottles or cans 12 oz. to 16 oz. inclusive, in a single external carton.

12 bottles or cans 16 oz. non-alcoholic product, whether in one or more external cartons, if merchandised by the driver.

24 bottles or cans 9 oz. to 16 oz. inclusive, whether in one or more external cartons.

12 bottles or cans, 17 oz. to 64 oz. inclusive, whether in one or more external cartons.

For any package in excess of 480 oz., the driver shall receive an additional commission of 2¢ per case and the assistant driver salesman, if any, shall receive an additional commission of 1¢ per case.

In the event the Employer should obtain distribution rights for a beverage package not included in the above list, the Employer will advise the Union as to what constitutes a "case" based on the packaging configurations and the Employer's pricing policy to the retail trade.

Section 4. Commission for Delivery of Palletized Loads.

All deliveries to warehouse stores, club stores or other mass merchandisers (which will include, *Costco*, *Sam's Club*, *Meijer's*, *Walmart*, *Woodman's Markets*, *Target*, and *Super Targets*) that are made in palletized loads or other configurations that are unloaded from the trucks by other than manual means at the account (which include unloading by forklift or with the use of an electric pallet jack) may be made by either commissioned employees or Transfer Drivers. If made by commissioned employees, they shall be compensated at 50% of the one-man, regular route sale commission rate, provided they are not required to merchandise, re-palletize, or otherwise manually handle the product at the customer's location for purposes other than assisting a receiving clerk with the check-in process at the point of delivery. Commissioned employees shall not be required to handle product delivered by Transfer Drivers to such accounts.

Section 5. Draft Beer Driver. A Draft Beer Driver shall be paid an hourly rate of $28.50 per hour effective February 1, 2023, $29.50 per hour effective February 1, 2024,$31.00 per hour effective February 1, 2025, and $31.62 per hour effective February 1, 2026. In addition, the Draft Beer Driver will receive the following commissions on empty barrels:

Empty half barrels, 15-1/2 gallon capacity per half barrel---7¢
Empty quarter and eighth barrels-------------------------5¢

A Draft Beer Driver operating a single-man keg route shall receive a 20¢ per hour premium. If a Draft Beer Driver is directed to deliver package merchandise (beverage) to a stop when no Draft Beer Helper (or any other employee assigned as a Helper) is assigned to his route, the Draft Beer Driver will be paid the package commission provided in Section l (a) of this Article. If a Draft Beer Helper (or any other employee assigned as a Helper) is assigned to the route, the Draft Beer Driver will be paid the package commission provided in Section 1(b)of this Article.

Drivers of Wine Routes shall receive pay according to this Article 12, Section 5.

Section 6. Transfer Driver. Transfer Drivers shall be paid an hourly rate equal to the hourly rate payable to Draft Beer Drivers as set forth in Section 5 of this Article. Transfer drivers required to deliver to large venues (e.g. Wrigley Field, United Center, SOX Park), and required to merchandise, re-palletize, or otherwise manually handle the product at the venue for purposes other than assisting a receiving clerk with the check-in process at the point of delivery shall receive a $10 bonus for the delivery, which shall not be counted for purposes of determining the appropriate overtime rate.

Section 7. Fork Lift Driver, Warehousemen and Draft Beer Helpers. Employees classified as Fork Lift Driver, Warehousemen, and Draft Beer Helpers shall be paid an hourly rate of $27.00 per hour effective February 1, 2023, $28.00 per hour effective February 1, 2024, $30.00 per hour effective February 1, 2025, and $30.60 per hour effective February 1, 2026. If a Draft Beer Helper is assigned to a route on which the Draft Beer Driver is directed to deliver package merchandise, he will be paid the package commission provided in Section 2 of this Article.

Section 8. Relief Drivers. Relief Drivers shall be compensated in the same manner as Package Drivers or Draft Beer Drivers, as the case may be, provided that if such compensation is less than the employee would have earned on his previous permanent job assignment, the Employer shall guarantee him the higher rate of pay and provided, further, that if he had not been permanently assigned, he shall be paid an amount based on his average weekly earnings during the preceding ninety (90) days.

Section 9. Summer Employees. Summer employees employed between the dates of May 1 through September 15 shall be compensated at the rate of no less than $17.00 per hour. Casual employees hired on a day-to-day basis shall be compensated on the same basis as summer employees.

Section 10. Employees Hired After September 1, 2013 in Hourly Rate Positions. All persons or existing casual or summer employees hired as permanent employees (as defined in

Article 6, Section 1) after September 1, 2013 in hourly rate positions may be paid at a minimum new hire rate of 90% of the job classification rate for the position assigned. On the employee's one-year anniversary date (the employee's seniority date) or sooner at the sole discretion of the Employer, the employee shall be paid a minimum hourly rate of 95% of the job classification rate for the position assigned. On the employee's two-year anniversary date or sooner at the sole discretion of the Employer, the employee shall be paid 100% of the job classification rate for the position assigned.

All persons or existing casual or summer employees hired as permanent employees (as defined in Article 6, Section 1) after September 1, 2013 shall be eligible for the same shift premiums as other employees.

ARTICLE 13

Job Classification Duties

Section 1. Package Drivers and Helpers. Package Drivers, Helpers, and Relief Drivers shall attend to their regular duties which shall include but not be limited to:

(a) Properly supplying their customers.

(b) Collecting all monies and empties on their routes and collecting any necessary signature on the invoice or handheld from the customer as proof of delivery.

(c) Placing point of sale advertising as part of regular merchandise deliveries to customers.

(d) Promoting the sale of Employer's products.

(e) Building displays and removing contents of cases, as required.

(f) Checking all code dates and rotating all stock to insure product freshness. Drivers will suffer no adverse consequences for out-of-code beer, provided the driver properly rotates product and returns out-of-code beer when directed.

(g) The Package Driver shall call at the completion of his last stop on his route and if no orders are given, he is to return to the plant.

(h) Attendance at sales and training sessions.

(i) Reporting to work on time, in neat appearance, and in proper and complete uniforms if uniforms are required.

(j) Maintaining an up-to-date medical certification in compliance with DOT regulations, providing the employer with a copy of the certification upon request, and notifying the employer of any lapse in medical certification.

Section 2. Stamping Prices and Taking Surveys. Package Drivers and Helpers shall not:

(a) Stamp or affix prices of any kind to individual bottles, cans or cases (6-pack/12-pack or full case).

(b) Take surveys, market reports or inventories of competitive products except that such surveys, reports or inventories may be required not more frequently than four (4) times a year.

(c) Operate forklifts, except in emergencies.

Section 3. Draft Beer Drivers and Helpers. Draft Beer Drivers and Helpers shall attend to their regular duties which shall consist of the duties specified in Section 1, paragraphs (a), (b), (c), (d), (f), (h),(i) and (j) of this Article. Upon completion of their last stop, Drivers shall immediately call the office and if all stops on that day's route have been called on and no orders are given, he and his Helper are to return to the distribution center without delay, whereupon they may be assigned other duties covered by this Agreement, including the delivery of package or draft beer, until they have completed their scheduled shift hours on such day.

Section 4. Transfer Drivers. Transfer drivers shall be entitled to eight (8) hours of work per day provided they report at their scheduled starting time and to one (1) hour for lunch; they shall do any kind of work which they may be directed to do. Transfer Drivers shall attend to their trucks in the same manner as Draft Beer Drivers, and shall receive assistance loading and unloading in the warehouse.

Section 5. No Split Draft Routes. It shall be the duty of the Draft Beer Driver to be in charge of his entire route. Helpers shall help the Drivers, but the route shall not be split between the Driver and Helper in such a manner as to permit or compel the Helper to continuously attend to an appreciable and distinct part of the route, independent and without the Driver, except in case of emergency.

Section 6. CDL Licenses. All new permanent employees who are required by classification to have a CDL license shall be given ninety (90) days from date of such employment to obtain a proper and valid CDL license. Drivers and Helpers shall be required to maintain a valid CDL license and to upgrade their CDL license whenever assigned equipment requires such upgrading, provided that, in the case of such upgrading, the Employer shall make equipment available for training and taking the license examination. Also, Drivers and Helpers must disclose the date and location at which they were tested for an upgraded license.

ARTICLE 14

Change of Route Structure and Manning

Section 1. Change of Route Structure.

(a) An Employer shall have the right to reduce, expand or discontinue any package or draft route according to the requirements of the Employer's business, including the right to have package beer delivered and sold by Draft Beer Drivers on draft beer routes and to have draft beer delivered and sold by Package Drivers on package beer routes. A route shall be defined as a list of accounts determined by the Employer to be serviced by a Package Driver or a Draft Beer Driver.

(b) When an Employer decides to reduce, expand or discontinue a route (other than a route which is composed of only pre-sell stops in the case of reduction or expansion), the driver(s) affected will be given a one (1) week notice of the Employer's decision.

(c) Employees displaced by the discontinuance of a route as provided in this Section shall have the right to exercise their seniority as provided in the Seniority Article of this Agreement.

(d) Any permanent employee whose job is terminated because of the foregoing who has more than one (1) year of seniority shall be paid his average weekly earnings during the twelve (12) months preceding his termination times each full year of his employment by the Employer, one (1) week for each such year up to a maximum of ten (10) weeks, the same to constitute severance pay. An employee eligible for payment under this paragraph may decline severance pay and retain his seniority rights to the extent provided under Article 6.

Section 2. Manning. Whether a given package beer route or draft beer route shall have a Helper assigned to it shall be left to the discretion of the Employer. Employees classified as Helpers shall have a regular route assignment which may be changed by the Employer to meet business requirements.

Section 3. Open Route. An existing route which becomes open or a new or additional route created by the Employer must be offered to drivers eligible for full commissions before being assigned to a driver receiving less than full commission pursuant to Article 12, Section 11.

ARTICLE 15

Notice of Quits or Discharges

Any employee desiring to leave the employ of the Employer shall give his Employer at least a one (1) week notice in writing. The Employer may discharge an employee for unsatisfactory fulfillment of his duties by giving said employee a one (1) week notice in writing with a copy to the Union or one (1) week of pay in lieu thereof. In cases of dishonesty, intoxication (including being under the influence of a drug, narcotic or any other controlled substance) or the consumption of an alcoholic beverage or the possession, sale or use of a controlled substance during working hours, no notice shall be required.

Any employee failing to give the Employer notice in writing as herein required shall forfeit one (1) week of vacation pay and any payments required by this Article shall be calculated the same as vacation pay is calculated.

ARTICLE 16

Compliance with Safety and Traffic Laws

Section 1. License Tags and Faulty Equipment. The Employer shall be responsible for the purchase and display of city or state license tags or plates. When an employee is issued a summons or is arrested because of faulty equipment, failure to display tags or licenses and is thereby required to appear in court on behalf of his Employer, the employee, if hourly rated, shall be paid at his straight-time hourly rate for time lost up to a maximum of eight hours or, if paid on commission, his base pay, if any, and the commission he would have earned on the day involved shall be paid.

Section 2. Responsibility of Employees Driving Equipment. It shall be the responsibility of each employee driving equipment to obtain at his Employer's direction any required safety lane sticker and to report any faulty equipment or any accident in which he is involved promptly in writing on forms provided by the Employer. Employees authorized to drive Company vehicles shall comply with all safety and traffic laws, including having a valid driver's license for the type of equipment being driven, and comply with all reasonable safety rules and procedures established and published by the Employer. Any employee who is assigned to operate a motor vehicle in the course of his duties must notify his Employer immediately if his driver's license has been suspended or revoked or if he has notice of a court date for a violation that he understands is reasonably likely to result in the revocation or suspension of his driver's license. Any employee who operates a motor vehicle after his driver's license has been suspended or revoked shall be subject to immediate discharge which shall be deemed to be for just cause unless there are extenuating circumstances beyond the employee's control.

Section 3. Compliance with DOT Rules/Regulations. All employees shall be responsible for complying with all applicable U.S. Department of Transportation ("DOT") rules and regulations, including but not limited to, complying with all "hours of service" limitations, taking the required 30 minute stop during a driving shift, and performing a required pre-trip inspection. Failure to comply with DOT regulations may result in discipline up to and including discharge.

ARTICLE 17

Care of Equipment

Section 1. Care of Equipment. Drivers shall not be required to make any repairs on their trucks beyond minor repairs usual to the duties of a driver to avoid unnecessary delay. They shall not be required to wash or grease their trucks, but they shall fill the trucks with gas, oil and water and check the tires for proper pressure. They shall be required to keep the cab and bay areas of their truck clean and drive through truck washes as directed.

Section 2. Employer Equipment. Employees issued electronic tablets, handheld devices, smart phones, or other equipment used for the purpose of recording deliveries and payment shall be required to reimburse the Employer for the replacement cost of any such device/equipment if it is lost, stolen or damaged due to their negligence or carelessness up to a maximum of $200. The Employer shall make available hand trucks to Drivers and their respective Assistants or Helpers. Employees issued a hand truck shall be required to reimburse the Employer for the replacement cost if said hand truck is lost, stolen, or damaged due to their negligence or carelessness. The same provision shall apply to any other Employer equipment and/or property as determined by the Employer but shall not apply to route vehicles.

ARTICLE 18

Health & Welfare

Section 1. The Fund. There has been established a Trust Fund known as the "Beverage Industry - Local Union No. 703 Health & Welfare Fund," hereinafter referred to as the "Fund."

Section 2. Employer Contribution. Effective February 1, 2023, the Employer agrees to pay to the Fund the sum of $567.00 for each permanent employee who elects to receive health insurance coverage from the Fund and who works on eleven (11) or more workdays during the calendar month; providing, however, that, for the purpose of determining the Employer's obligation to contribute to the Fund, no workdays shall be counted with respect to any permanent employee until after completion of said employee's 60th calendar day of employment . The Employer contributions to the Fund rate shall increase during the term of the Agreement on the following schedule:

Effective Date	Contribution Rate
February 1, 2024	$579
February 1, 2025	$591
February 1, 2026	$603

If the Fund's independent auditors/consultants determine that the Fund has less than eighteen (18) months of net assets in reserve, the Employer agrees to pay to the Fund the applicable contribution rate for each eligible employee as described above regardless of whether the employee elects to receive health insurance coverage from the Fund. If the Fund's independent auditors/consultants determine that the Fund has less than twelve months of net assets in reserve, the parties agree to meet and discuss an appropriate adjustment to the contribution rate.

No further contributions to such Fund shall be required except as herein otherwise provided. The Employer may not make or offer any agreement or payment, provide any other valuable consideration, or threaten to withhold any benefit or consideration to an employee or any other person as an incentive or reward for an employee electing to not receive health insurance coverage from the Fund or as a means of avoiding its obligation to make contributions to the Fund for any eligible employee. If the Health & Welfare Fund Trustees determine that an Employer has violated this prohibition, the Employer shall pay the Fund all contributions that the Trustees determine would have been paid from the date the employee opted out of receiving insurance through the Fund, plus 12% interest, and any further relief for the employee that the Trustees deem appropriate. The obligation to make health and welfare contributions shall continue during the periods when a new collective bargaining agreement is being negotiated unless there is a work stoppage or lockout.

Notwithstanding any other provision of this Article 18, if the Trustees of the Fund reduce benefits or increase any cost to employees, either party may request to reopen this Agreement within 30 days of receipt of notice of such changes from the Fund for the sole purpose of negotiating changes to Article 18.

Section 3. Coordination of Benefits. It is the intent of the parties that the Employer shall not be required to pay twice for the providing of health and welfare benefits — once under this Agreement and again by operation of law. If the Employer believes that it will be required to pay for health and welfare benefits provided by the Fund pursuant to this Agreement and for the same or similar benefits by operation of law, upon written notice by the Employer to the Union, the parties shall meet to discuss a reduction in contributions to the Fund attributable to those health and welfare benefits for which the Employer will be required to pay twice. If, within thirty (30) days of receipt of such notice by the Union the parties have not reached a mutual written agreement regarding such a reduction and/or reallocation in contributions, either party may submit solely this matter to arbitration under this Agreement. The sole issue for the arbitrator shall be the extent to which the Employer's contributions to the Fund shall be reduced and/or reallocated to other non-wage benefits under this Agreement so that the Employer shall not be required to pay for the same or similar benefits provided to employees by the Fund and by operation of law. In no event shall the aggregate monies that the Employer will be required to pay for legally mandated health and welfare benefits and contractual benefits under this Section exceed the monthly contributions set forth in Section 2 above.

Section 4. When and Where Payments are to be Made. Such payments shall be made on or before the tenth (10th) day of the month following the month in which the work determining the contributions was performed, and shall be paid at such location as the Trustees of the Fund shall from time to time designate.

Section 5. Determining Obligation to Contribute. For the purpose of determining the obligation to contribute to the Fund, the following shall be considered to be days worked:

(a) Days for which wages are paid pursuant to a guaranteed workweek, even though no work was actually performed.

(b) Paid vacation days.

(c) Paid holidays.

(d) Jury duty.

(e) Paid funeral leave.

(f) Paid sick leave.

(g) Periods of temporary disability arising out of a work-connected accident or illness for which temporary total compensation payments are made or found to be due pursuant to the Illinois Workers' Compensation Act, the Illinois Occupational Diseases Act, or a statute of similar import, subject to a maximum of twelve (12) consecutive months following the month in which the temporary disability commences.

Section 6. Employer Bound by Agreement and Declaration of Trust. The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by the future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time and further agrees to be bound by all action taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

Section 7. Effect of Failure to Contribute. Failure to pay contributions to the Fund when due shall constitute a breach of this Contract and the Union shall have the right to call a work stoppage provided that prior thereto the Union shall give the Employer ten (10) days' notice in writing by certified mail.

A delinquent Employer shall be liable directly to his or its employees for all benefits which the employees would have received from the Fund were it not for the Employer's delinquency, and the Employer shall be liable to the Fund for all costs of collection of the payments required under this Article, including reasonable attorneys' fees incurred by the Trustees in enforcing payment thereof.

Section 8. Employer Records. The Employer agrees to make available to the Trustees or their designee during normal business hours payroll records and other employment records necessary to ascertain that contributions required under this Article have been paid correctly and in full. In any such case, the Employer must be given at least two (2) weeks advance notice of the date on which such records are to be made available.

Section 9. Summer and Casual Employees. The Employer shall not be required to contribute to the Fund with respect to any summer or casual employee.

ARTICLE 19

Pension

Section 1. The Fund. There has been established a Trust Fund known as the "Beer Industry - Local Union No. 703 Pension Fund," hereinafter referred to as the "Fund."

Section 2. Employer Contributions. Effective the first day of the month after the Union executes this Agreement, the Employer agrees to pay to the Fund the sum of $624 per month for each permanent employee who works on eleven (11) or more days during the calendar month; providing, however, that for the purpose of determining the Employer's obligation to contribute to the Fund, no workday shall be counted with respect to any employee until after completion of said employee's 60th calendar day of employment.

Effective February 1, 2024, the Employer's contribution shall be increased to $644. Effective February 1, 2025, the Employer's contribution shall be increased to $664. Effective February 1, 2026, the Employer's contribution shall be increased to $684. By motion of a Pension Fund Trustee and by agreement of a majority of the Pension Fund Trustees, portions of the pension contribution increases in years 2024 through 2026 may be reduced with a corresponding increase made to the contributions owed by the Employer to the Beverage Industry - Local Union No. 703 Health and Welfare Fund (Article 18).

No further contributions to such Fund from the Employer shall be required, except as herein otherwise provided. The obligation to make pension contributions shall continue during the periods when a new collective bargaining agreement is being negotiated unless there is a work stoppage or lockout.

Section 3. When and Where Payments are to be Made. Such payments shall be made on or before the tenth (10th) day of the month following the month in which the work determining the contribution was performed, and shall be paid at such location as the Trustees of the fund shall from time to time designate.

Section 4. Determining Obligation to Contribute. For the purpose of determining the obligation to contribute to the Fund, the following shall be considered to be days worked:

(a) Days for which wages are paid pursuant to a guaranteed workweek, even though no work was actually performed.

(b) Paid vacation days.

(c) Paid holidays.

(d) Jury duty.

(e) Paid funeral leave.

(f) Paid sick leave.

(g) Periods of temporary disability arising out of a work-connected accident or illness for which temporary total compensation payments are made or found to be due pursuant to the Illinois Workers' Compensation Act, the Illinois Occupational Diseases Act, or a statute of similar import, subject to a maximum of three (3) consecutive months following the month in which the temporary disability commences.

Section 5. Employer Bound by Agreement and Declaration of Trust. The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by any future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time, and further agrees to be bound by all action taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

Section 6. Effect of Failure to Contribute. Failure to pay contributions to the Fund when due shall constitute a breach of this Contract and the Union shall have the right to call a work stoppage provided that prior thereto the Union shall give the Employer ten (10) days' notice in writing by certified mail. A delinquent Employer shall be liable directly to his or its employees for all benefits which the employees would have received from the Fund were it not for the Employer's delinquency and the Employer shall be liable to the Fund for all costs of collection of the payments required under this Article, including reasonable attorneys' fees incurred by the Trustees in enforcing payment thereof.

Section 7. Employer Records. The Employer agrees to make available to the Trustees or their designee during normal business hours all payroll records and other employment records necessary to ascertain that contributions required under this Article have been paid correctly and in full. In any such case, the Employer will be given at least two (2) weeks advance notice of the date on which such records are to be made available.

Section 8. Summer and Casual Employees. The Employer shall not be required to contribute to the Fund with respect to any summer or casual employee.

ARTICLE 20

Miscellaneous

Section 1. Uniforms. If the Employer desires Drivers or Helpers to wear uniforms, same shall be paid for by the Employer. Said uniforms shall be the property of the Employer and upon the termination of the services of any employee to whom they have been furnished they shall be returned to the Employer. Uniforms will be seasonal weight. Employees shall maintain their uniforms in a clean, neat and presentable condition and pay for the cleaning of same. The Employer will pay for repairs required as a result of normal wear in the course of employment.

Section 2. Physical Examinations. Each employee of the Employer shall submit to a physical examination as to health and physical ability at any time designated by the Employer, said examination to be made by a doctor selected by the Employer and the expense thereof to be borne by the Employer. If any employee should be found to be physically unfit to continue his employment, and reasonable accommodation cannot be made under applicable state or federal law, the Employer reserves the right to dispense with his services and the Employer shall notify the employee and the Union, in writing, by certified mail. In the event of a conflict between the Employer's decision and a determination of the employee's physician, the Union may, within fifteen (15) days after receiving written notice of the Employer's decision, elect that the employee be examined by a third doctor to be selected by the parties. The expenses of said examination by said third doctor shall be shared equally by the parties. The Employer may furnish the third doctor with a description of its physical standards and requirements for the job in question and a copy of such description shall also be furnished to the Union. The determination of the third doctor as to whether or not the employee meets said physical standards and requirements for the job in question shall be final and binding on the Employer involved, the employee(s) and the Union.

If there is any dispute between an Employer's doctor's opinion and an employee's doctor's opinion as to the physical ability of the employee to return to work after an illness or injury, the third doctor procedure above described shall also apply.

If it is determined by the third doctor's opinion that the employee is physically capable to perform his duties on his job, he shall be returned to his job and be compensated for lost time without loss of benefits.

Section 3. Sick/Personal Days. Each full-time employee who has been employed for at least six (6) months shall be granted seven (7) sick/personal days for each calendar year. Employees shall be paid $150 per day for each day taken as a sick/personal day. Three (3) of the seven (7) days may be pre-scheduled by the employee with no less than 48 hours' notice and with the approval of the Employer. Employees may bank up to ten (10) sick/personal days to be used for absences related to surgery or hospital stays or treatment and subsequent recovery periods. The parties agree that the benefits provided under this Section are in lieu of any benefits that employees may otherwise be entitled to under the City of Chicago or Cook County sick leave ordinances.

Section 4. FMLA Leaves. Employees who qualify under the Family and Medical Leave Act (FMLA) shall be entitled to family and medical leave for a period of up to twelve (12) workweeks for any of the following reasons:

(a) for the birth of an employee's child and to care for the newborn child;

(b) for the placement with the employee of a child for adoption or foster care;

(c) to care for the employee's spouse, child or parent with a serious health condition;

(d) due to a serious health condition affecting the employee.

During any leave taken under this Section, the employee's health care coverage shall be maintained and paid for as if the employee was working, and seniority shall accrue.

The administration of FMLA leave by the Employer, including the employee's return from leave, shall be consistent with the requirement of the FMLA and the applicable U.S. Department of Labor regulations.

Section 5. Pay Day. Employees shall be paid on a weekly basis. Pay day shall be either on Wednesday, Thursday or Friday at the option of the Employer. Employees shall be given their pay immediately following the end of their shift or check-in on pay day. An employee who is laid off shall be paid on the next regular pay day following his layoff. The Employer will reimburse Drivers the amounts necessarily spent by them for telephone calls in connection with the Employer's business on a weekly basis. The Employer will make available to employees, upon request, a breakdown of the calculation of commissions earned.

Section 6. Bonds. The premium on all surety bonds required of employees shall be paid by the Employer.

Section 7. Bad Checks. In the case of bad checks chargeable to an employee, the Employer agrees to wait until the employee collects on the bad checks, leaves the employ of the Employer, or thirty (30) days, whichever is earlier, before charging the amount of the check against the employee. No re-deposits are to be made on bad checks. The Employer will continue to assist employees in collecting on bad checks.

Section 8. Authorized Checks. Where an employee is authorized by the Employer to accept a check or checks in lieu of cash for merchandise sold, said employee shall not be held responsible for the validity, bankability or genuineness of check or checks or for the signatures and endorsements thereon; provided, however, that he shall be responsible for any amount of money over and above the amount of invoice for the merchandise sold. The Employer will determine if an account is an authorized check account. The Employer will identify for the employee which accounts are approved for payment by check.

Section 9. Shortages. All money shortages and merchandise shortages shall be deducted on a daily basis with no carryover. Employees will be furnished with sufficient written information from which to determine the nature and extent of any shortage and any amount to be deducted.

Section 10. Counterfeit Currency. Employees who operate routes shall be held accountable for all counterfeit money or currency accepted and turned in by them, provided the Employer has furnished training for identifying counterfeit money or has furnished a means for the employees to test for counterfeit money.

Section 11. Safes. If the Employer accepts cash and requires employees to collect cash from accounts, the Employer will install a safe on the delivery truck.

Section 12. Equal Application of Agreement. The Employer and the Union agree that the provisions of this Agreement shall apply to all Employers and employees covered hereby in a uniform manner and, in carrying out their respective obligations under this Agreement, neither will discriminate against any employee on account of race, color, national origin, religion, age, sex, disability, sexual preference or other characteristic protected by federal or Illinois law. Whenever in this Agreement the masculine gender is used, it shall be deemed to refer equally to and to include the feminine gender.

Section 13. Conflict with Law. It is the intent of the parties to this Agreement that its provisions be in conformity with applicable federal and state law and regulations issued thereunder. If any provision of this Agreement is found to be in conflict with any such laws or regulations, such provision shall be void and of no further force and effect but the remainder of the Agreement shall not be affected thereby. The parties shall meet promptly upon request of either party for the purpose of attempting to negotiate a lawful provision to replace any provision as voided.

Section 14. Employer's Interest. The Union agrees to further the interest of the Employer whenever it has the power to do so, but it shall not be required to do any act or thing prohibited by law, and the Union shall apply this Agreement uniformly to each Employer signatory hereto.

Section 15. Safety, Sanitation and Bulletin Board. The Employer and the employees shall cooperate to prevent accidents and each Employer signatory to this Agreement shall sponsor a safety committee with employee representation for this purpose. The Employer shall provide clean and sanitary work areas and suitable rest room facilities. Both Employer and employees shall cooperate with all health and safety regulations. The Employer agrees to furnish a suitable number of bulletin boards for the use of the Union for posting its notices.

Section 16. Emergencies. The Employer in an emergency may transfer employees from one job classification to another. If said emergency continues for eight (8) hours or more, the higher contract wage of the job classification from which or to which the transfer is made shall apply to the employees so transferred.

Section 17. Wholesale Deliveries. Wholesale deliveries in lots of fifty (50) cases or more may be made by Transfer Drivers in connection with sales to Special Events Dealers, such as race tracks, baseball parks, stadiums, railroads, airlines, boat lines, Navy Pier, and convention halls (such as McCormick Place and O'Hare Exposition Center and any new exposition or convention center which may become operative during the term of this Agreement). Whenever such deliveries are made, such merchandise must be used exclusively for special events sold through special events outlets. In addition, deliveries in lots of fifty (50) cases or more may be made by Transfer Drivers to certain accounts who have a distributor's license. Except for deliveries of the type referred to in this Section, beverages delivered by Transfer Drivers shall be credited to the regular drivers on the routes involved.

Section 18. Notice To Purchasers. The Employer agrees to give written notice to any purchaser, lessee, or successor of the existence of this Agreement and the operations covered hereby, and a copy of such notice shall be served upon the Union by certified mail not later than six (6) days prior to payment of any of the consideration other than earnest money.

Section 19. Audits. If a question arises concerning the payment of monies under the terms of this Agreement, the Union shall have the right to audit payroll records by an employee of a certified public accounting firm; and if the Employer is in violation of the Agreement, he shall pay for the audit fees.

Section 20. Entire Agreement. This Agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements between the parties or their representatives, oral or written, including all practices not specifically preserved by the express provisions of this Agreement. This Agreement is the entire agreement between the parties and is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. Consequently, except as expressly otherwise provided, neither party is obligated to bargain during the term of this Agreement except to bargain for a new agreement prior to the expiration of this Agreement.

ARTICLE 21

Substantial Change in Conditions

Notwithstanding any other provision of this Agreement, (i) in the event a loss of the Employer's territorial exclusivity occurs during the term of this Agreement or (ii) if any ordinance or law becomes effective in any of the Employer's territory-requiring the pick up as returns of containers currently nonreturnable, the Employer may give written notice to the Union of its intent to terminate this Agreement. If such notice is given, the Employer and the Union shall enter into collective bargaining negotiations for the purpose of arriving at a new agreement to replace this Agreement. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after such notice is given, this Agreement shall terminate as to the Employer giving such notice and either party shall be permitted all legal and economic recourse in support of its position, notwithstanding any provision of this Agreement to the contrary.

A loss of territorial exclusivity shall be deemed to have occurred if, pursuant to law, any person, firm, or entity other than the Employer has a legal right to sell or deliver malt beverage products which have been assigned to the Employer to any retail account located in the distribution territories of the Employer, including, without limitation, sales or deliveries directly by producers of such malt beverage products, sales or deliveries from other wholesalers or sales or deliveries from any warehouse or other facility owned or operated by or on behalf of any retailer whether such sales or deliveries are made from warehouses or other facilities located within or outside of the Employer's exclusive distribution territories.

ARTICLE 22

Term of Agreement

This Agreement shall become effective upon the date of signature by the Union and shall remain in full force and effect through January 31, 2027 and shall continue in full force and effect from year to year thereafter unless written notice is given by either party sixty (60) days prior to February 1, 2027 or February 1 of any subsequent year, as the case may be, of its intent to terminate or modify this Agreement. The parties shall arrange to commence negotiations as soon as conveniently possible after such notice is given.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures this 24TH day of FEBRUARY, 2023.

For the Employer:

CHICAGO BEER WHOLESALERS ASSOCIATION

By: ________________
President

For the Union:

TEAMSTERS LOCAL UNION NO. 703

By: ________________
President

By: ________________
Secretary-Treasurer

For the Employer:

CHICAGO BEER WHOLESALE ASSOCIATION
(Company Name)

By: PRESIDENT
Title

LETTER OF UNDERSTANDING

The Chicago Beer Wholesalers Association and Teamsters Local Union No. 703 agree as follows:

The parties agree that special, non-regular deliveries of product, including deliveries for special events, are sometimes required to be made on Saturdays, Sundays, and Holidays to meet customer demand. The parties agree that such special deliveries will be offered to Package Drivers and Helpers on a volunteer basis consistent with the Employer's past practice and that absent a volunteer the least senior personnel may be required to make the delivery.

Employees who make special deliveries on a Saturday shall receive 1 1/2 x's the Transfer Driver hourly rate, with a four (4) hour minimum, or the applicable commission rate, whichever is greater. Employees who make special deliveries on a Sunday or Holiday shall receive 2 x's the Transfer Driver hourly rate, with a four (4) hour minimum, or the applicable commission rate, whichever is greater.

Chicago Beer Wholesalers Association.	Teamsters Local Union No. 703
By: [signature]	By: [signature]
Date: 2/24/23	Date: 2-24-2023

LETTER OF UNDERSTANDING

The Chicago Beer Wholesalers Association and Teamsters Local Union No. 703 agree as follows:

Members of the Association may develop and implement incentive-based pay programs for warehouse employees principally engaged in picking product for customer orders ("Pick Incentive Programs") under the conditions set forth in this Letter of Understanding. No warehouse employee will be paid less than the hourly rates established under this Agreement under the terms of any Pick Incentive Program implemented. The Employer will provide advance notice to the Union of its intent to implement a Pick Incentive Program and will provide reasonable information to the Union regarding the manner in which incentive pay will be calculated and tracked. Upon request, the Employer will meet and negotiate over the Pick Incentive Program. No employer may implement a Pick Incentive Program without the consent of the Union, but the Union will not withhold consent without first engaging in good faith negotiations over the program. Any Pick Incentive Program implemented by an Employer may be discontinued in the Employer's sole discretion at the close of a pay period with advance notice to the Union.

Chicago Beer Wholesalers Association.	Teamsters Local Union No. 703
By: [signature]	By: [signature]
Date: 2/24/23	Date: 2-24-2023

LETTER OF UNDERSTANDING

The Chicago Beer Wholesalers Association and Teamsters Local Union No. 703 agree as follows:

If an Employer has made or makes a decision to install camera technology in its delivery truck fleet which will record video of the interior of the truck cab when triggered by certain driving events, the Employer will provide advance notice to the Union of its intent to install such technology and provide reasonable information to the Union regarding the operation of the technology, its functionality, and its intended uses. Upon request, the Employer will meet and negotiate over the effects. The parties agree that the Employer may coach employees for unsafe driving behaviors identified through video captured and reviewed by management staff, but that the Employer will issue no formal, written discipline to an employee based solely on such video evidence for a period of sixty (60) calendar days after installation of the camera technology in equipment operated by the employee (the "Introductory Period"). After the Introductory Period expires, the Employer may issue formal discipline to employees for unsafe driving behaviors based solely on video evidence consistent with the concept of just cause and progressive discipline under the terms of the collective bargaining agreement and subject to the Union's right to grieve.

Commission paid drivers who are required to undergo retraining due to unsafe driving practices identified through camera technology will be paid for time spent in that retraining at the hourly rate established under Article 12, Section 5.

The Employer shall distribute all camera technology policies, rules and procedures established pursuant to this Letter of Understanding to all affected employees prior to applying those camera technology policies, rules, and procedures to such employees.

Chicago Beer Wholesalers Association.	Teamsters Local Union No. 703
By: James A. Downey	By: [signature]
Date: 2/24/23	Date: 2-24-2023

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LETTER OF UNDERSTANDING

The Chicago Beer Wholesalers Association and Teamsters Local Union No. 703 agree as follows:

The Employer will maintain a list of employees who have expressed a willingness to work on shifts other than their regular shift and will utilize the list in an effort to find coverage for absent employees consistent with seniority principles and with the need to secure manpower in a timely manner. The specific process for utilizing the list will be discussed between the Union and the individual Employers.

Chicago Beer Wholesalers Association.	Teamsters Local Union No. 703
By: James J. Dan	By:
Date: 2/24/23	Date: 2-24-2023

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