

# **AGREEMENT**

Between

DIAGEO North America (Stitzel-Weller, KY Facility)

And

United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied  
Industrial and Service Workers International Union  
on behalf of Local 1693 Unit 23

**May 1, 2023 – April 30, 2026**

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## AGREEMENT

**This agreement made and entered into by and between DIAGEO North America (Stitzel-Weller, KY Facility) on behalf of its Stitzel-Weller Plant located at Shively, KY, hereinafter referred to as the “Company” or the “Employer” and United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union hereinafter referred to as the USW or the Union.**

WITNESSETH:

The Employer and the Union agree with each other as follows:

### ARTICLE 1 – PURPOSE

The joint purpose of this agreement is to secure industrial peace and efficiency, enabling the employer and the employees to provide, as far as economic conditions may permit, security and continuity of employment.

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and adequate wages, the Employer must be in a strong market position, which means it must produce at the lowest possible costs consistent with fair labor standards. The Union, through its bargaining position, assumes a joint responsibility in the attainment of these goals.

The Union, therefore, agrees that it will cooperate with the Employer and support its efforts to assure a full day’s work on the part of its members; that it will actively combat absenteeism and any other practices which may restrict production. It further agrees that it will support the Employer in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents; and strengthen goodwill between the Employer, employee, the customer, and the public. The Employer fully intends to give courteous and considerate treatment to the Union and its members.

### ARTICLE 2 – Management Prerogatives

The operation and management of the plant covered by this agreement, and the supervision and direction of the working forces therein, are solely and exclusively the functions and prerogatives of the management of the Employer.

All of the rights, functions, and prerogatives of management, which are not expressly and specifically restricted or modified by one or more explicit provisions of this agreement are reserved and retained exclusively to the Employer.

Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this agreement does not affect and shall never be deemed or construed to impair the Employer's right, in its sole discretion and judgement to:

- a. Determine the products to be manufactured and services to be rendered;
- b. Determine the suppliers and customers with whom it will deal, and the prices at which, and terms upon which, its materials and supplies will be purchased and its products and services will be sold;
- c. Determine the size of the working force and policies affecting the selection and hiring of new employees;
- d. Establish and enforce quality standards for its products and services;
- e. Establish new departments or discontinue existing departments;
- f. Introduce new and improved production methods and facilities;
- g. Establish and change production quotas; and
- h. Discontinue temporarily or permanently, in whole or in part, the operation of the plant covered by this agreement.

## ARTICLE 3 – Recognition

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees covered by this agreement, as set forth in the attached Wage Schedule A, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

There shall be no separate agreements entered between any individual employee and the Employer that violates a specific provision of this agreement.

**Section 2.** *The following employees are covered by this Agreement:*  
All production and maintenance employees, including engineers and firemen, but excluding office clerical employees, cafeteria employees, trainees for employment later outside the Union, head electrician, carpenters, guards, and supervisors as defined in the National Labor Relations Act, as amended, it being the intention of the parties hereto that the bargaining unit covered by this agreement shall be as established by the National Labor Relations Board in the Decision and Direction of Election, Case NO. 9-R-R.C.-5210, dated April 10, 1963, as amended by Decision and Amendment of Certification dated July 26, 1976.

## ARTICLE 4 – Union Security

*The provisions below shall be implemented to the extent of State and Federal Law*

- Section 1.** All employees covered by this agreement, who are in the employ of the Employer on the effective date of this agreement, shall apply for membership in the Union on the 31<sup>st</sup> day after the effective date hereof, and shall, during the remainder of the term of this agreement, as a condition of continued employment, maintain their membership in the Union.
- Section 2.** All employees who are employed after the effective date of this agreement shall apply for membership in the Union on the 31<sup>st</sup> day following the date on which they are employed and shall, during the remainder of the term of this Agreement, as a condition of continued employment, maintain their membership in the Union.
- Section 3.** For all purposes of this Article, membership in the Union shall be deemed to have been maintained, if any employee pays or tenders for payment to the Union, the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.
- Section 4.** At any time after thirty-one (31) days for the date hereof, the name of any employee then a member of the union, whose dues or initiation fees are claimed by the Union to be delinquent, shall be reported in writing by the Union to the Employer, and if such delinquencies are not hereupon paid by such member after written notice from the Union to the member, such member shall be deemed as not having retained Union membership within the meaning of this Article. Before any dismissal pursuant to this Article becomes effective, the employee involved shall be given an opportunity to pay the delinquent dues and initiation fees, and if such dues and initiation fees are paid, dismissal shall not be required hereunder.

## ARTICLE 5 – Check-Off Dues

*The provisions below shall be implemented to the extent of State and Federal Law*

- Section 1.** During the life of this agreement, the Employer agrees to deduct from the wages of each employee, in accordance with express terms of a signed, voluntary authorization to do so, the membership dues of the Union, which includes monthly dues and initiation fees in the amount designated by the International Secretary-Treasurer. Said deductions shall immediately be forwarded to: International Secretary-Treasurer, at the address which is authorized for this purpose, together with a check off showing the names of each employee, the amount of dues and initiation fees collected from each employee's wages and the number of the Local Union. The Sub-District office will be furnished with a copy of said check-off list. All checks shall be made payable to "International

Secretary-Treasurer, United Steelworkers". The following general conditions will be applicable:

1. Deductions on the basis of authorization cards submitted to the Employer shall commence with respect to dues for the month in which the Employer receives such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay close and calculated in the succeeding month;
2. In case of earning insufficient to cover deductions of dues, the dues shall be deducted from the next pay in which there are sufficient earnings;
3. The Union will be notified of the reasons for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings;
4. The provisions of this Article shall be effective in accordance with consistent and applicable provision of Federal Law;
5. The Employer will, upon individual request to Human Resources , advise in writing the amount of Union dues deducted from wages during the previous calendar year;
6. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the deductions made by the Company in accordance with this Article; and
7. At the time of employment, the Employer will suggest that each new employee voluntarily execute an authorization for the check-off of Union dues in the form agreed upon. A copy of such authorization card for the check-off of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership of such employee.

**Section 2.** P.A.C. Check-Off: The Employer agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers of America Political Action Fund (USW PAF) voluntary contributions to the USW PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be specified in such forms and in conformance with any applicable state or federal statute.

The signing of such USW PAF check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Employer.

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 Section.

The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.



Section 3. The authorization form herein above mentioned shall be as follows:

DUES AUTHORIZATION and  
DEDUCTION FORM

Date: \_\_\_\_\_

I, \_\_\_\_\_, now employed by DIAGEO at its Stitzel-Weller Plant in Shively, Kentucky, a member of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union District #8, Unit #23, Local #1693, hereby authorize and direct DIAGEO to deduct from my wages such initiation fees and periodic dues as shall from time to time be due by me to the said Union. This authority to make such deductions shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement between DIAGEO and the UNION, whichever occurs sooner.

Miss

Mrs.

Mr. \_\_\_\_\_

(Sign-Do Not Print)

Operation and Department

Social Security No. \_\_\_\_\_

Employee Address and Phone number:

Revised 4/27/2005

## ARTICLE 6 – Work Groups

The work groups of the Stitzel-Weller Plant operation consist of the following:

1. Maintenance
2. Production
3. Warehouse
4. Bottling

## ARTICLE 7 – Recognized Positions Within Work Groups

Following are the positions within the Work Groups at the Stitzel-Weller plant operation:

1. Warehouse Associate
2. Truck Driver
3. Warehouse Crew Lead
4. General Operator
5. Processing Operator
6. Technical Operator
7. Electromechanic
8. Shipping/Receiving
9. Bottling Crew Lead

## ARTICLE 8 – Seniority

**Section 1.** Seniority as used in this agreement means plant seniority.

**Section 2.** The seniority of an employee will date from last date of hire as provided in Article 14.

**Section 3.** Where the date of seniority is the same between employees, seniority between such employees will be established by lot.

**Section 4.** When an employee in the bargaining unit covered by this agreement is promoted to a job outside the bargaining unit, such employee will retain and accumulate seniority for all purposes for a period of thirty (30) days, during which period such employee will have the right to return to the employee's former job in the bargaining unit. At the end of said thirty (30) day period, if the employee remains in the job outside the bargaining unit, such employee will lose all seniority rights.

**Section 5.** If qualified on their job, an employee may exercise their seniority to bump another employee holding the same recognized position on a different shift by submitting written notice to the Company. Upon receiving written notice the Company will notify the displaced employee, and will move the employee exercising their right to bump within 30 calendar

days. The Company will provide both employees one (1) week notice of when the move will occur.

Once an employee exercises their right to bump under the foregoing, they may not exercise their right to bump for twelve (12) months from the date the employee was moved. The displaced employee may bid on any posted position or they will be moved to the open position vacated by the employee who has exercised their right to bump.

The displaced employee must bid on a posted position or move to the position vacated by the employee who has exercised by their right to bump, or they will forfeit their employment with the Company.

## ARTICLE 9 – General Seniority Provisions

**Section 1.** If a permanent vacancy occurs in a position, and the qualifications and ability to perform the work of the position are relatively equal between or among applicants for the position, then seniority shall be the controlling factor in selecting an employee to fill such vacancy. Where seniority is not the controlling factor, the Employer will notify the Union president of the selection so that the Union may advance any considerations which is considers relevant, but this shall not have the effect of delaying the filling of the vacancy.

**Section 2.** An employee's seniority with the Employer will be broken for the following reasons:

- a. If the employee quits;
- b. If the employee is discharged for just cause;
- c. If the employee is absent from work for three (3) consecutive days without properly notifying the Employer, unless a satisfactory reason therefore is given;
- d. If the employee fails to return to work within six (6) working days after being notified to return to work, or fails to notify the Employer of the intention to return within three (3) working days;
- e. If the employee is retired under the Stitzel-Weller Hourly Retirement Plan;
- f. If the employee has not worked for the Company for twelve (12) consecutive months, or for a period of time equal to the employee's seniority, whichever is the lesser, but not less than six (6) months; provided, nevertheless, that if an employee's seniority is ten (10) years or more, the employee's seniority will not be broken until the employee has not worked for the Company for a period of twenty-four (24) consecutive months. Such periods shall apply to absence of employees having such seniority required by compensable injury covered

under the Kentucky Worker's Compensation Law. An employee so classified shall have seniority broken as of the date the employee is classified as totally and permanently disabled under the Kentucky Worker's Compensation Law.

**Section 3.** A roster showing employees' seniority will be kept in a convenient place and will be corrected at the beginning of each month as changes occur. It shall be the obligation of each employee to call to the attention of the Human Resources Department any error in the roster which affects such employee, and no action taken by the Employer based upon any error in the roster which has not been called to the attention of the Human Resources Department shall be the basis for filing or processing any grievance.

## ARTICLE 10 – Transfers

Should any employee be transferred to a higher rated position, the employee will receive the rate for the job to which the employee has been transferred for all the hours spent on said job, provided, however, that any employee who is transferred to a higher rated job for a period of two (2) hours or more during the employee's regular shift will receive the higher rate for all hours worked during the employee's regular shift.

## ARTICLE 11 – Posting of Positions

**Section 1.** When the Employer desires to fill a permanent opening or a new position it will be posted for seventy-two (72) hours before hiring from the outside. The seventy-two (72) hour period shall be calculated from the time of the posting indicated on the notice. The Employer will post promptly after it is determined that an opening is to be filled.

**Section 2.** The Employer will maintain a call-in line, which employees may call to determine what positions are currently posted. During the period that a position is posted under Section 1, a tape recording, which may be reached by dialing that number, will state each position which is currently posted. An employee absent because of illness, injury, layoff, or vacation may return to the plant and file a bid or a steward may file a bid upon the instruction of such an employee, so stating on the bid. If such an employee is awarded a position, during any period the employee is unable to return by reason of illness or injury or until the completion of the employee's vacation, the Employer may fill the vacancy by transfer and an employee so transferred shall be considered, during the period of such transfer for the purposes of Article 10, to be assigned to the position to which the employee would be assigned in the absence of such transfer.

**Section 3.** If an employee is awarded a bid position, the employee will be granted a reasonable trial period not to exceed twenty (20) working days on the job. Such twenty (20) working day period may be extended by mutual agreement between the Employer and the Local Union.

If the employee fails to qualify, the employee will be returned to their previous job, but shall be entitled to rebid for the same position, if it should again be posted, after six (6) months has lapsed since the disqualification.

When an employee is the successful bidder for a posted position, they will be assigned to the awarded position within thirty (30) calendar days following their notification that they are the successful bidder. If this is not possible, the Employer will notify the employee and the Union of the reasons that require that the assignment be delayed. The successful bidder will begin receiving the hourly regular rate of pay for the awarded position within 15 calendar days of notification of award. When the employee is moved to the awarded position, all rights to the employee's former position are relinquished as no employee may hold two (2) separate positions by bid.

The employee may reject the position awarded them within five (5) working days on the position, and will be returned to the employee's former position. No qualifications under Article 12 will be gained or recognized when the employee exercises the right of rejection. Such employee shall also be disqualified for three (3) months from the date of the employee's return to their former position from bidding on any other position. Any employee displaced as a result of an employee returning to their former position will return to the former position without loss of future bidding rights to other jobs. In this case, the Employer will award the position to the next senior employee from the list of those bidding on the posted opening who meets the essential requirements or qualifications of the position as outlined on the position posting.

If the employee elects to reject the awarded position prior to being moved to it or the employee is physically or mentally unable to perform the required duties of the awarded position, the employee will be returned to their former position without loss of future bidding rights. In this case, the Employer will award the position to the next senior employee from the list of those bidding on the posted opening who meet the essential requirements of the qualification of the position as outlined on the position posting.

Once qualified, employees will not be eligible to bid on another posted role for three (3) months.

**Section 4.** The Employer will provide financial sponsorship of the Commercial Driver's License (CDL) certification required for the Truck Driver position, upon being awarded the position.

Such financial sponsorship will include the cost(s) associated with obtaining the CDL certification to include application, background check, endorsement, testing, licensing, training, program fees, and other supplemental costs as determined by the Company.

In the event any employee's employment with the Company is terminated, either by the company, for just cause, or voluntarily by the employee, during the time of receipt of the financial assistance or through 18-month time period immediately following successfully obtaining the CDL certification, the employee shall be required to repay the amount of the financial assistance received back to the company.

This Section shall only apply to CDL financial assistance provided on or after May 1, 2020.

**Section 5.** When a position is posted in accordance with this Article, the Employer will notify the successful bidder, if there is one, within twenty-four (24) hours after the posting period has expired, and will notify the Union as to the name of the successful bidder, or as to the fact that there was no successful bidder. The Company will furnish bid sheets and will supply the Union President with copies of all individual bids submitted.

**Section 6.** In the event an employee bids into an Electromechanic position, the employee will be required to pass the training and testing requirements. If the employee fails to pass, the employee will then return to the employee's former position. The Electromechanic position shall be filled by hiring externally or can be posted internally as per this Article.

In the event of absenteeism or other temporary vacancy in the Technical Operator position, the Company may fill the temporary vacancy with a qualified warehouse employee. Up to two (2) warehouse employees may train to qualify as a back-up Technical Operator. Those training opportunities will be offered in seniority order. Qualified warehouse employees who are filling in as a Technical Operator shall receive the Technical Operator rate of pay.

## ARTICLE 12 – Curtailments

**Section 1.** If a decrease or cessation of production or change in operation causes a decrease of personnel, the employees in the position(s) to be curtailed shall be curtailed in inverse order of seniority, provided in either case the remaining employees are qualified to perform the work to be performed. A surplus employee will upon reduction:

- a. Exercise employee's right to displace an employee in a position which is held by an employee with less seniority in the position being reduced; or
- b. If unable to displace in that position, employee will be assigned to displace an employee with less seniority in another position in accordance with the surplus employee's qualifications.

Where there is no decrease of personnel and where an employee's assigned job, for any reason, operates for less than a complete shift, the Employer may reassign that employee to other available work.

**Section 2.** If an employee is temporarily physically unable to perform a position, as determined by appropriate medical documentation, the employee will be assigned to any assignment in the plant that the employee can physically perform while such temporary physical condition exists.

“Qualified”, whenever used in this agreement, means that the employee then has the ability to perform the required duties of the position on a production basis under the degree of supervision normally given to the employees in the position and to perform those duties safely and efficiently.

**Section 3.** When layoffs occur, the Employer will give the Employees as much notice as is practicable. Employees, recalled according to their seniority and qualifications will be returned to their former positions and shifts, as their positions and shifts become available or temporarily to other available work positions to which their seniority entitles them.

**Section 4.** In the restoration to employment, person directed to return to work will report for work at the time specified in the notice or inform the Employer immediately of inability to do so. Employees failing to do either, after receiving notice from the Employer, without good and valid reasons, will be considered to have voluntarily quit, and will be dropped from the roster of employees. The Employer will notify the employees at the last address given on their personnel records, and the request to return to work so given will constitute notice. It shall be the responsibility of the employee to keep the Employer informed of any change in address.

## ARTICLE 13 – Leaves of Absence

**Section 1.** The Employer may, in its discretion, grant leaves of absence to employees applying for such, for a period of not over one (1) year. Any employee who is granted and takes a leave of absence and does not return after one (1) year forfeits all seniority rights.

Employees who request and are granted a leave of absence in excess of fourteen (14) calendar days must, as a condition of any such leave of absence: (1) utilize all vacation in excess of that required to be taken during the vacation shutdown period(s) for the calendar year(s) in which the leave of absence falls; and (2) pay the cost of insurance benefits in effect during the leave of absence at the billing rate to the Company where the leave(s) are granted for a period of more than thirty (30) calendar days in any calendar year.

**Section 2.** An employee will be granted a leave of absence for a period of one (1) year to accept permanent employment with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union District #8, Unit #23, Local #1693 and, upon request, will be granted an extension for an additional year. After an absence of two (2) years, the employee will forfeit all seniority rights, but should the employee return to the employ of the Employer prior to the expiration of the original leave of absence, or the one (1) year extension, the employee’s seniority rights shall be unimpaired.

**Section 3.** Under no circumstances will a leave of absence be granted for the purpose of obtaining employment elsewhere except for employment as a Union representative. If an Employee requests and obtains a leave of absence and during such period obtains employment elsewhere, such leave of absence will terminate, and all seniority rights will be forfeited.

## ARTICLE 14 – New Employees

**Section 1.** All new employees will be in a probationary status during the first one hundred and twenty (120) working days of continuous employment, and after one hundred and twenty (120) working days of continuous employment, they will become regular employees with seniority dating from the last date of employment. There will be a thirty (30) calendar day waiting period for new employees to obtain benefits (including but not limited to Health & Welfare benefits, Vacation, Death in Family, Sick Pay Plan).

**Section 2.** Effective 01/01/2009 and thereafter, the Company may supplement the regular workforce with agency workers as long as the number of agency workers does not exceed forty percent (40%) of the regular workforce.

**Section 3.** The Union will hold a four (4) hour orientation with new employees, to be held on site.

The use of agency workers shall not serve to limit or erode the bargaining unit.

## ARTICLE 15 – Severance Pay

**Section 1.** If the Employer permanently closes the plant or permanently discontinues recognized assignments, then each affected employee:

- a. Who has two (2) years or more of service with the Employer for the purpose of determining seniority (“Service”); and,
- b. Who, during the twelve (12) months immediately preceding the permanent closing of the plant or permanent elimination of recognized position(s) or assignment(s) and received not less than twenty-six (26) weekly paychecks for the employment therein; and,
- c. Who continues to make self available to the Employer to the date on which employee is permanently laid off by the Employer by reason of the permanent closing or permanent discontinuance; and,
- d. Who, at the time of the permanent closing or permanent discontinuance, is not entitled to employment or to seniority with recall rights in any position of the Employer or any successor; shall upon permanent termination of employment



after the effective date of the Agreement, because of such permanent closing or permanent discontinuance, is entitled to severance pay in an amount equal to forty (40) hours of pay at the employee's final regular straight time rate for each full year of Service with the Employer, but not exceeding a total of twelve-hundred (1200) hours pay.

**Section 2.** A year in which the employee received less than twenty-six (26) weekly paychecks shall not be counted as a year of service but for this purpose and under Item 2 above weekly Worker's Compensation checks and weekly accident and sickness benefit checks shall be counted as weekly paychecks.

**Section 3.** The severance pay shall be paid in a lump sum within a reasonable time after termination of employment, and its repayment shall cancel all of the employee's seniority rights.

## ARTICLE 16 – Wages

The Employer agrees to pay its employees the amount of wages hereinafter set forth for the various classifications in Exhibit A attached hereto and made a part hereof.

## ARTICLE 17 – Schedule of Hours

**Section 1.** The payroll work week will begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. in order to align with the Company standard payroll cycle.

The regular weekly schedule for all departments will consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday. All work performed on Saturday will be compensated for at time and one-half (1-1/2), and all work performed on Sunday will be compensated for at double (2) time.

A special workweek of four (4), ten (10) hour days must be initiated with a notice of two (2) weeks to the Local Union and the affected employees. Such work week shall consist of ten (10) hour workdays on Monday through Thursday or Tuesday through Friday of each week. On this schedule, daily overtime will not be paid except for time worked in excess of ten (10) hours in the scheduled work day and for hours scheduled before the scheduled shift starting time and after the scheduled shift quitting time. Overtime paid for hours worked over ten shall be paid at time and one-half (1 ½) the employees' hourly rate. Hours worked on Friday for Monday of each week, when that day is one of the employee's scheduled off duty days, will be compensated for at time and one-half (1 ½). Time worked on Saturday or Sunday when this special work week scheduled is in effect will be compensated for at two (2) times the employees' regular rate. Vacation pay when working a 10 hour schedule will be paid based on 10 hours. When working Monday through Thursday schedule the following guidelines apply to holidays. Holidays that fall on Friday or Saturday shall be moved to

Thursday. Holidays that fall on a Sunday will be moved to Mondays. The initial scheduling of this special work week shall not exceed a ninety (90) day period unless the Union and the Employer mutually agree that this schedule will be a permanent shift option. Representatives of the Union and the Employer will meet to discuss the implementation of this special work week prior to it being initiated.

**Section 2.** All time worked in excess of eight (8) hours per day will be compensated for at the rate of time and one-half (1 ½) unless the day carried a higher premium. All work performed in excess of eight (8) hours per day on any day carrying a higher premium will be paid for at the premium day's rate. No employee will be laid off during the employee's regular working schedule to equalize any overtime the employee may have worked previously during the same working week or pay period. Any overtime will be in addition to the regular working schedule of the employee.

Employees will be notified no later than mid-shift, Monday-Friday, of the requirement to work overtime for that day unless a second or third shift employee calls off prior to, or is a no-call/no-show, at the start of second or third shift.

It is further agreed that no employee shall be scheduled or forced to work more than twelve (12) hours in any one day Monday-Friday when there is not a second or third shift. If a second or third shift exists, no employee will be forced to work a double shift more than two (2) times per week, Monday-Friday.

The requirement to work overtime on a Saturday and/or Sunday shall be given to the employee(s) no later than mid-shift on the Thursday before the required overtime is to be worked.

Notwithstanding the above procedure, an employee will have the right to volunteer for more than twelve hours in any one day.

The Company further agrees that it will not post overtime just for the purpose of canceling the overtime. The Company agrees that if it posts and cancels overtime more than two (2) times during the week it will provide the Union with documentation of the reasons beyond the control of the Company as to why the overtime had to be cancelled.

**Section 3.** Subject always to the requirements that an employee assigned overtime must be qualified to perform the work and must be available at the time the overtime is assigned.

**A. Daily Overtime**

1. When daily overtime is required in a position, plant seniority will be given preference.

2. In the case of daily overtime required in Maintenance for the startup of specific bottling lines, the Maintenance employee(s) assigned to specific lines involved will be given first preference for the startup.
3. Should daily overtime be require for one (1) hour or less, the overtime will be assigned to the employee(s) working the assignment at the time the overtime occurs.
4. Should daily overtime be required for more than one (1) hour, the overtime will be offered to qualified employees by plant seniority, within the position and shift for which the overtime occurs.
5. Should (4) fail to satisfy the overtime requirement, the overtime will be offered to qualified junior employees outside the position and on the shift.
6. Should (5) fail to satisfy the overtime requirement, the overtime will be assigned to the qualified junior employee(s) within the position for which the overtime occurs.

To expedite the scheduling of daily overtime, a sign up list will be posted for employees to indicate their desire to accept daily overtime for which they may be scheduled.

- A. Saturday, Sunday and Holiday Work. When Saturday, Sunday and Holiday work is required in any position, it will be assigned on the same basis as daily overtime except that it will be offered plant wide to qualified senior employee(s) without regard to position or shift.
- B. General. If the foregoing does not supply a sufficient number of employees for overtime work, the Employer may assign the overtime work to the qualified employee or employees with the least amount of seniority who are available, assign the overtime work to any available employee or employees willing to perform such overtime, or cover such overtime requirements in any feasible manner. "Available" for the purposes of this Section 3 shall mean (a) present in the position at the time of assignment in the case of in-plant assignment, or (b) able to be reached by telephone after reasonable effort in case of call in assignment.

**Section 4.** The normal starting and quitting time for the operation shall be:

6:30AM to 3:00PM (One shift operation)

3:00PM to 11:30PM (Two shift operation)

Should the need for a third shift arise, the Company will negotiate with the Union prior to implementing.

**Section 5.** Lunch hour for non-continuous positions will normally be from 11:30am to 12:00 noon. However, depending on production requirements, lunches may be staggered by as much as thirty (30) minutes.

**Section 6.** The Employer may vary the starting and quitting time for the various shifts as specified in Section 4 of this Article 17 by as much as one-half (1/2) hour upon one week's previous notice to the Union and the employees affected by such change.

**Section 7.** Employees who are required to work on the second shift will be paid a shift differential of \$.050 per hour. If a third shift is established, employees who are required to work on the third will be paid a shift differential of \$.30 per hour.

First shift employees working overtime into second shift will only be eligible for shift differential if they work more than 4 hours on second shift, at which point they will receive shift differential only for those hours worked in excess of 4 hours on second shift.

## ARTICLE 18 – Minimum Hours and Pay

Any employee who is scheduled to work and reports at their assigned starting time, who continues to make themselves available for work during the week, will not be laid off for any portion of the balance of the normal work week. This provision shall not be construed to provide daily or premium overtime assignments to employees who are not otherwise eligible for such assignments.

Any employee required to work on any day or called back on any day will receive at least four (4) hour work, or if worked less than four (4) hours, will be paid for four (4) hours.

An employee notified by the Company not to report to work, except in the case of fire, power failure, act of God, or emergency beyond the control of the Employer, will receive their regular rate of pay for hours scheduled.

## ARTICLE 19 – Rest Periods

There will be a fifteen (15) minute rest period in the morning and in the afternoon. Whenever an employee works nine (9) hours or more, such employee will be given an additional fifteen (15) minute rest period. Such periods will not be deducted from the regular lunch hour or the regular day's wages.

Employees on second and third shifts shall have a rest period of fifteen (15) minutes within the first three (3) hours of the shift and again within the last two (2) hours of the shift, and a lunch period will start within four and one-half hours of the beginning of the shift.

## ARTICLE 20 – Holidays

**Section 1.** The following holidays will be recognized by the Employer in the years indicated:

<b>2023</b>		
Memorial Day	May 29, 2023	Monday
Juneteenth	June 19, 2023	Monday
Independence Day (Observed)	July 4, 2023	Tuesday
Pre-Labor Day	September 1, 2023	Friday
Labor Day	September 4, 2023	Monday
Thanksgiving Day	November 23, 2023	Thursday
Day after Thanksgiving	November 24, 2023	Friday
Christmas	December 21, 22, 25, 2023	Thursday, Friday, Monday
<b>2024</b>		
New Year's Day	January 1, 2024	Monday
MLK Day	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Easter	April 1, 2024	Monday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day (Observed)	July 4, 2024	Thursday
Pre-Labor Day	August 30, 2024	Friday
Labor Day	September 2, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Day after Thanksgiving	November 29, 2024	Friday
Christmas	December 23, 24, 25	Monday, Tuesday, Wednesday
<b>2025</b>		
New Year's Day (Observed)	January 1, 2025	Wednesday
MLK Day	January 20, 2025	Monday
Good Friday	April 18, 2025	Friday
Easter	April 21, 2025	Monday
Memorial Day	May 26, 2025	Monday
Juneteenth	June 16, 2025	Monday
Independence Day	July 4, 2025	Friday
Pre-Labor Day	August 29, 2025	Friday
Labor Day	September 1, 2025	Monday
Thanksgiving Day	November 27, 2025	Thursday
Day after Thanksgiving	November 28, 2025	Friday
Christmas	December 24, 25, 26, 2025	Wednesday, Thursday, Friday
<b>2026</b>		
New Year's Day (Observed)	January 1, 2026	Thursday
MLK Day	January 19, 2026	Monday
Good Friday	April 3, 2026	Friday
Easter	April 6, 2026	Monday

**Section 2.** All employees who do not work on these holidays will receive a full day's pay for it, whether the holiday does or does not fall within the employee's regularly scheduled work week. Employees who work on any of these holidays will be paid for eight (8) hours at two and one-half (2 ½ ) times their regular hourly rate of pay, provided that the employee reports at their assigned starting time and makes themselves available for all scheduled hours. When an employee is called in to work on a holiday because of an emergency, the employee shall be paid at least eight (8) hours at two and one-half (2 ½ ) times their regular hourly rate regardless of time spent at the plant.

**Section 3.** To be eligible for holiday pay, when an employee does not work on a holiday, such employee must have earnings during the pay week in which the holiday occurs; but an employee who works forty (40) hours or more during the month of November or December shall be eligible for Christmas Holiday Period and New Year's Day holiday pay whether or not the employee has earnings during the pay weeks these holidays occur.

**Section 4.** When a holiday covered by this agreement falls within the regularly scheduled work week of Monday through Friday and no emergency exists, the Company will call as many employees in the Warehouse Associate position as it deems necessary to complete necessary work on the holiday, in an effort to avoid requiring employees to work on the weekend of the week in which such holiday falls. It is understood and agreed that the company expressly reserves the right to require employees in the position of Warehouse Associate to work on the weekend of the week in which such holiday falls if an emergency exists or the work to be performed cannot be accomplished with the normal work force during the regularly scheduled work week of Monday through Friday.

In order to be eligible for holiday pay, employees must work their regularly scheduled (M-F) day before and day after the holiday.

**Section 5.** The Company will notify employees no later than than two (2) working days in advance of the need to work on any recognized holiday as outlined in Section 1 of this article.

## ARTICLE 21 – Vacations

**Section 1.** Vacation eligibility will be determined on a calendar year basis of January 1 of each year as follows:

- a. Employees will be eligible for one (1) week of vacation with full pay in the calendar year following their date of employment;
- b. Employees will be eligible for two (2) weeks of vacation with full pay at the beginning of the second full calendar year of employment;

- c. Employees will be eligible for three (3) weeks of vacation with full pay at the beginning of the fifth (5<sup>th</sup>) full calendar year of employment;
- d. Employees will be eligible for four (4) weeks of vacation with full pay at the beginning of the fifteenth (15<sup>th</sup>) full calendar year of employment;
- e. Employees will be eligible for five (5) weeks of vacation with full pay at the beginning of the twenty-fifth (25<sup>th</sup>) full calendar year of employment.

**Section 2.** If a paid holiday falls within the vacation period of an employee, the employee will receive the holiday pay in addition to the vacation pay for that day.

If the employee elects to do so, the employee may choose to take a consecutive day(s) off in lieu of the holiday(s) prior to or at the end of their weekly scheduled vacation.

Where practicable, the Employer will give the employees one hundred and twenty (120) days notice as to when their vacation is to be granted.

**Section 3.** In addition to the required length of service to be eligible for full vacation benefits, employees must work a minimum of one thousand (1000) hours in the fifty-two (52) weeks between January 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year preceding. Provided, however, that any employee who works at least six hundred (600) hours in such fifty-two (52) week period will be eligible for one-half (1/2) of their vacation entitlement under Section 1 above. Employees on Workers Comp shall have that time counted for the purpose of this section.

**Section 4.** An employee who terminates or is terminated in their employment for any reason whatsoever, before receipt of their vacation benefit, will receive their vacation pay upon such termination. In the event an employee does not utilize all of their vacation time within the calendar year, the employee shall be eligible to receive up to five (5) days of vacation pay for unused vacation time. In the event an employee has been on an extended leave of absence, the Company and the Union will meet prior to the end of the calendar year to discuss the treatment of the employee's unused vacation balance.

**Section 5.** With respect to employees who are entitled to more than three (3) weeks of vacation time, the Employer can require the fourth (4<sup>th</sup>) week of vacation to be taken separately from the first three (3) weeks of vacation.

Employees will not be required to schedule more than one (1) week of vacation during the shutdown period or periods. Employees will be required to schedule vacation time in full one-week periods of Monday through Friday.

The Company will notify employees by April 1 of each calendar year of its intent and the date(s) of scheduled shutdown. If the Company fails to notify employees by April 1 of each calendar year, no employee will be required to reserve one (1) week of vacation for the shutdown period.

Notwithstanding, employees entitled to two (2) weeks of vacation time may schedule one-week (5 days) vacation time in one (1) day, eight (8) hour increments. Employees entitled to three (3) or more weeks' vacation.

Any employee who is entitled to more than two (2) weeks of vacation time may take pay in lieu of vacation time off in excess of two (2) weeks of vacation time by electing in writing to do so prior to February 28 of any year and by designating the vacation week or weeks with which such vacation pay is to be delivered.

**Section 6.** Employees entitled to a vacation under this agreement must take their vacation at a time convenient to and specified by the Employer, and vacations shall not be cumulative. The Employer shall have the right to determine the number of employees who can be on vacation at any one time. Should the Employer decide not to shut down its operations for the purpose of giving all or substantially all of the employees an opportunity to express their preferences as to the time they would like to take their vacation, and subject to the foregoing provisions of the Section and consistent with the efficient operation of the Employer's business, the Employer will honor the vacation preferences expressed by employees in accordance with their seniority insofar as practicable; it being understood that it is the responsibility of each employee to express vacation preference early in the year. Vacation day requests that were not submitted early in the year must be submitted at least forty-seven (47) hours in advance of the day(s) requested to be taken as vacation days.

## ARTICLE 22 – Worker's Compensation

### Supplemental Benefit

**Section 1.** Any employee who is injured while at work in the plant whose injury is determined to be subject to the provisions of the Kentucky Worker's Compensation Law, will be compensated for their lost earnings, as defined below, not to exceed forty (40) hours per week at the appropriate straight time rate for all time lost as a result of such injury less any temporary total disability benefits due under the Kentucky Workers' Compensation Law.

Provided, however, that such payments for lost earnings shall be limited to a period of twenty-six (26) weeks from the date that such employee is eligible for temporary total disability benefits under the Kentucky Workers' Compensation Law.



In no event will payments under this Article 22 be continued after temporary total disability benefit payments under the Kentucky Workers' Compensation Law have ceased or after a period of twenty-six (26) weeks from the date of first eligibility for such temporary total disability payments.

Lost earnings, for purposes of this Article 22 only, shall be determined on a weekly basis by determining the straight time work hours which would have been available to the injured employee on the basis of the employee's qualifications sheet in effect on the date of the injury resulting in the lost time, but taking into consideration any deletions from such employee's qualifications sheet required between the date of the injury and the date that the employee is entitled to temporary total disability benefits under the Kentucky Workers' Compensation Law. In no event will the total of the Temporary Total Disability Benefit and the net pay resulting from the Supplemental Benefit exceed the employee's net forty (40) hour take home pay as determined by the last such forty (40) hour paycheck prior to the date of injury.

**Section 2.** In the event any employee is injured while at work in the plant and is required to leave, the employee will be paid full wages for that day. In the event any employee is injured while at work and such injury permits continued employment but required periodic outpatient visits to the doctor or hospital for treatment, such employee will be paid for all time consumed up to eight (8) hours for making such visits. The Employer will also furnish transportation.

**Section 3.** The Employer and the Union shall each appoint two persons to a Safety Committee to review safety conditions and make recommendations to the Employer.

Within one (1) week of receiving recommendations from the Safety Committee, the Employer shall advise the Union as to what action, if any, it plans to take on said recommendations.

**Section 4.** Employees on leave due to work-related injury shall earn credit toward vacation eligibility under Article 21 and pension under the Stitzel Weller Hourly Retirement Plan while on leave up to a maximum of 360 hours for any one continuous period of disability in any calendar year, provided, however, that no credit will be earned for any one hour that was not compensated with the Supplemental Benefit provided under this Article 22.

## ARTICLE 23 – Physical Examination

**Section 1.** The Employer requires a physical examination as a prerequisite to employment. Employer may require a physical examination at any other time it deems necessary in order to determine whether an employee is able to do the position. All such physical examinations will be done at the Employer's expense.

**Section 2.** When an Employer has reasonable cause to believe, corroborated by medical opinion, that it would be detrimental to an employee's health or the health or safety of other employees, for the employee to continue working, the Employer will not permit the employee to do so while the condition exists.

## ARTICLE 24 – Jury Duty

Any employee who is summoned for jury duty or who is subpoenaed to testify in a trial, will be paid the difference between the employee's straight-time rate for eight (8) hours per day and the amount paid for jury duty, subject to following conditions:

1. The employee must furnish the Employer adequate proof of such jury duty or subpoena; and
2. The employee must report to work to complete the scheduled shift, provided the employee is released from jury duty or is excused by the Court at least four (4) hours before the end of the scheduled shift.

## ARTICLE 25 – Furnished Equipment

Any employee required to work outdoors in weather will be furnished with a storm coat, hat, pants, and articles. If required to use work gloves and safety shoes, these also will be furnished by the Employer. During winter months, employees performing warehouse assignments will be furnished coveralls in addition to the foul weather gear mentioned above.

Uniforms will be provided by the Company for all employees. The employer will initially furnish five (5) uniforms to all employees with one (1) replacement uniform per year. The cleaning and maintenance of uniforms will be the responsibility of the employee. A joint Labor-Management Committee will meet annually to discuss the uniform program. Employees are required to wear the uniforms provided.

## ARTICLE 26 – Death in Family

**Section 1.** In the case of the death of a member of the family of an employee, the employee will be allowed to leave during which time the employee will receive the regular straight time pay which would have been in a regular day's (8 hours) work. Such days must be consecutive days and one (1) of the days must be the day of the funeral or memorial of life event. Such days must be taken within six (6) months of the death of the family member. Payments will not be made if the employee does not attend the funeral or memorial of life event nor for any day during such period on which the employee would not otherwise have been regularly scheduled to work. In administering this leave, the Company may require verification of death and relation to the deceased. Employees should notify their manager of the dates of their leave as soon as possible, and the

Company must approve all bereavement leaves. The length of the leave period will be determined based upon the following relationships:

- a. Up to five (5) days leave with pay will be granted for the employee's spouse, child, mother, father, or stepchild who lived in the employee's household while growing up.
- b. Up to three (3) days leave with pay will be granted for the employee's grandchild, stepparent in whose household the employee lived while growing up, brother, sister, mother-in-law, father-in-law, and any blood relative living under the same roof with the employee.
- c. Funeral pay for the day of the funeral will be granted if the employee attends the funeral and if the day of the funeral is a day on which the employee is normally scheduled to work, for the employee's daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, stepparent not included in immediate family or stepchild not included in immediate family.

**Section 2.** For the purposes of determining eligibility for vacation and holiday pay, pay received under this Article will be considered earnings for the day for which paid.

## ARTICLE 27 – Sick Pay Plan

The Employer agrees that the Sick Pay Plan (hereinafter referred to simply as “the Plan”) for the benefit of the employees shall continue to be in effect during the term of this Agreement, subject, however, the following conditions and limitations:

1. The Employer will pay for all time lost from work by an employee because of sickness up to but not in excess of eight (8) hours per day;
2. This Plan does not cover time lost from work on account of compensable accidents, injuries or disease;
3. This Plan is limited in coverage to seven (7) working days (or 56 hours) in any one contract year and there shall be no carry over of unused benefits under this Plan from one contract year to the next; provided, however, that any regular full-time employee with more than ten (10) years of continuous employment with the Company may carry over not more than five (5) days of unused sick leave in any year for a total aggregate number of sick leave days (including the seven (7) days for the then current year) of not to exceed a number of days equal to the employee's total number of years of continuous service (e.g., a regular full-time employee with twenty-five (25) days aggregate sick leave in the employee's twenty-fifth (25) year of service);
4. In order to be eligible for payments under this Plan an employee must submit such proof of illness (including submission to an examination by the Employer's doctor) as the Employer may require. However, an employee may use up to three (3) of the

employee's sick leave days in any contract year without having to submit an approved doctor's note. Normal sick leave call in procedures shall apply. Days must be taken on a full-day basis. These sick days not requiring a doctor's note cannot be used on the employee's regularly scheduled working day immediately before or after contractual holidays or scheduled vacation days.

5. Notwithstanding the foregoing provision of this Article, benefits under the Sick Pay Plan will be paid from the first day of an employee's hospitalization for each day the employee is in the hospital which would otherwise be a regularly scheduled work day for the employee, up to the total of the aggregate number of sick leave days then to the employee's credit, it being understood and agreed, however, that with respect to any such days of hospitalization for which benefits are paid under the Employer's Sickness and Accident Insurance Plan payment under the Sick Pay Plan will be the difference between what the employee would otherwise have earned and what the employee is paid under the Sickness and Accident Insurance Plan but any such partial day's payment under the Sick Pay shall count as a whole day and be deducted as such from the total aggregate number of sick leave days then to the employee's credit. Subject to the foregoing terms, provisions, conditions, and limitations, the Plan shall be administered during the term of this agreement in accordance with the same policies and practices as have heretofore been observed.
6. Benefits under this plan will be awarded on January 1st of each calendar year.

## ARTICLE 28 – Insurance

- Section 1.** The Employer reserves the unilateral right to substitute carriers so long as no reduction in benefit levels results from such change. To the extent possible, the Company will maintain the relationship with the vendor on a calendar year basis. In the unlikely event that a change was to be required mid-year, the Company will ensure Employees are not penalized with respect to deductibles.
- a. The Employer reserves the unilateral right to substitute carriers for the various other insurance benefits agreed to during the term of the Agreement so long as no reduction in benefit levels results from such change.
  - b. Dental Insurance Benefits for employees and covered dependents shall be provided by the Employer for all active employees on the seniority roster of July 1, 1986, and for any new employee hired after that date.
  - c. Vision Care Insurance Benefits for employees and covered dependents shall be provided by the Employer for all active employees on the seniority roster as of June 30, 1989, and for any new employees hired after that date.
  - d. During the first three (3) months of layoff, Employees may continue Health, Dental and Vision Benefits at the active Employee contribution rate. At the end of three (3) months, the Employer will terminate Coverage and

Employees will have the option to continue Coverage through COBRA for an additional eighteen (18) months. COBRA rates represent 102% of the full premium cost of the plan(s).

*The Company will notify all hourly and retired employees thirty (30) days prior to any change in insurance carriers.*

*The open enrollment period for benefits shall be consistent with the Diageo North America open enrollment period, effective November, 2017.*

**Section 2.** An employee who retires under the Stitzel-Weller Hourly Retirement Plan after May 1, 1974, will be eligible to continue coverage under the group medical insurance, so long as available from the insurer. If the employee is eligible for Medicare, the coverage will be a supplement to Medical Parts A and B coverage's (whether or not the employee elects any voluntary portion of such coverage); otherwise, it will be the coverage currently provided by the group policy.

a. Effective July 1, 1992, the Employer will pay the cost of retiree and spouse coverage, where applicable, for any employee retiring after that date. This includes all active seniority employees at the date of ratification of the May 2007 collective agreement renewal.

All active employees with seniority on the date of ratification of the May 2007 collective agreement renewal will be eligible to attaining retiree Health benefits at age 55, with five (5) years of service.

b. Effective on the date of ratification of the May 2007 collective agreement renewal, all new employees hired after that date, that retire, will be required to contribute the greater of 15%, or the current active employee percentage contribution towards the total Retirement Health Benefit premium(s).

Effective on the date of ratification of the May 2007 collective agreement renewal, all new employees hired after that date will be eligible to attaining retiree Health benefits as per the following table.

Age	55	56	57	58	59	60	61	62	63	64	65
Years of Service	35	33	31	29	27	25	24	15	15	15	15

**Section 3.** Effective May 1, 2007, all active employees on the seniority roster will be required, as a condition of maintaining the above reference coverage, to contribute the percentage(s) of the Total Health Premium (for Health Insurance Benefits, Dental and Vision Care Insurance Benefits) according to the following table: (Pre 2007 employment)

- Effective June 1, 2015            13%
- Effective June 1, 2016            14%
- Effective June 1, 2017            15%

Effective on the date of ratification for the May 2007 collective agreement negotiations, all active employees on the seniority roster will be required, as a condition of maintaining the above referenced coverage, to contribute the percentage(s) of the Total Health Premium (for Health Insurance Benefits, Dental, and Vision Care Insurance Benefits) according to the following table:

- Effective June 1, 2015            18%
- Effective June 1, 2016            19%
- Effective June 1, 2017            20%

Where employees have earning during the month, such contribution will be facilitated by payroll deductions by the Employer.

**Section 4.** Accidental Death & Dismemberment coverage will be provided at the same coverage amount as the Group Term Life Insurance according to the following schedule:

May 1, 2012	\$36,000
May 1, 2013	\$37,000
May 1, 2014	\$38,000
May 1, 2015	\$39,000
May 1, 2016	\$40,000

The company will provide life insurance for spouses and children of employees at the expense of the employee.

An employee who retires after May 1, 1989, under the Stitzel-Weller Hourly Retirement Plan, will be provided personal life insurance as provided under the Group Life Insurance Plan, so long as available from the insurer, after the employee's retirement date, in the amount of five thousand dollars (\$5,000)

**Section 5.** Effective 6/16/97: The weekly Sickness and Accident benefit coverage as currently maintained for employees only will be changed to the following formula:

Currently hourly rate x 40 hours x 50%

## ARTICLE 29 – Subcontracting

The Employer will not contract out work normally and regularly performed by employees covered by this agreement, unless the circumstances existing at the time the decision to contract out was made, can be demonstrated by the employer to have been more reasonable than doing the work with employees covered by this agreement. Any dispute under this provision shall be subject to the grievance and arbitration procedure.

## ARTICLE 30 – Retirement Plan

On November 1, 1950, the Employer put into effect the “OLD FITZGERALD DISTILLERY HOURLY RETIREMENT AND SAVINGS PLAN” (hereinafter referred to simply as the “Retirement Plan”) and has continued the Retirement Plan in effect up to the present time. The Employer has furnished the Union a copy of the Retirement Plan and a copy of the Trust Agreement under which the funds of the Retirement Plan are held by the Trustee, and reference is hereby made to the Retirement Plan and said Trust Agreement for greater particularity as to the terms and provisions thereof.

Moreover, effective January 1, 1969, the Employer caused the Retirement Plan to be amended so that the pension benefit for all future service from that date under the Retirement plan would be a benefit of \$4.50 per month for each year of credited service under the Retirement Plan, and so that the Retirement Plan would be noncontributory from January 1, 1969. All benefits accrued under the existing Retirement Plan formula to January 1, 1969, were not affected in any way by these amendments to the Retirement Plan. The Retirement Plan was subsequently amended, so that effective for employees after July 1, 1974, the normal retirement pension benefit would be \$7.00 per month for each year of credited service after January 1, 1969, and such employees will be given credit for their first two (2) years of service in the employ of the Employer prior to their eligibility to become a member of the Plan, so that they would be entitled to a benefit of \$7.00 per month for each of said two (2) years of credited service.

The Old Fitzgerald Hourly Retirement Plan, as amended, was further amended to conform to the draft, The Old Fitzgerald Hourly Retirement Plan, delivered to the Union, except that effective for employees presently employed and those hereafter employed, retiring after July 1, 1977, the normal retirement pension benefit would be eleven dollars (\$11.00) per month for each year of credited service after January 1, 1969, and such employees would be given credit for the first two years of service in the employ of the Employer prior to their eligibility to become a member of the Plan so that they would be entitled to a benefit of eleven dollars (\$11.00) per month for each of the said two (2) years of credited service. Effective July 1, 1983, The Old Fitzgerald Hourly Retirement Plan, as amended, was further amended to provide as follows:

1. Extension of past service credits: All employees presently employed who retire on or after July 1, 1983, will be credited with service prior to January 1, 1969, up to a maximum of ten (10) years of service which shall not include the two (2) year waiting period previously included in years of credited service under this Article 30.
2. Liberalized Early Retirement Schedule: Effective for employees presently employed and hereafter employed who retire on and after January 1, 1983, a liberalized early retirement schedule will be applied as follows:

<b>AGE</b>	<b>REDUCTION FACTOR</b>
65	1.00
64	1.00
63	1.00
62	1.00
61	0.90
60	0.80
59	0.70
58	0.60
57	0.50
56	0.40
55	0.30

3. Effective for employees presently employed and hereafter employed who retire on and after July 1, 1983, the normal retirement pension benefit will be twelve dollars (\$12.00) per month for each year of credited service.
4. Effective for employees presently employed and hereafter employed who retire or die on and after July 1, 1983, where the spouse is ten (10) years or less younger than the retiree, a 50% Joint and Survivor annuity payment will be provided for pre-retirement death once eligible for early retirement, and as a normal form of pension benefit without reduction to the retiree's primary benefit under the Plan. Where the spouse is more than ten (10) years younger than the retiree, an actuarial adjustment will be applied for that increment of age difference greater than ten (10) years.



Effective July 1, 1986, the Old Fitzgerald Hourly Retirement Plan, as amended was further amended to provide as follows:

<b>AGE</b>	<b>REDUCTION FACTOR</b>
65	1.00
64	1.00
63	1.00
62	1.00
61	0.95
60	0.90
59	0.85
58	0.80
57	0.75
56	0.70
55	0.65

Effective for employees employed as of July 1, 1986, and hereafter employed who retire on and after July 1, 1986, the normal retirement pension benefit will be fifteen (\$15.00) dollars per month for each year of credited service.

Effective July 1, 1989, The Old Fitzgerald Hourly Retirement Plan as amended, was further amended to provide as follows:

Effective for employees employed as of July 1, 1989, and hereafter employed who retire on and after July 1, 1989, the normal retirement pension benefit will be nineteen dollars (\$19.00) per month for each year of credited service.

Effective July 1, 1992, the Plan name is changed to The Stitzel-Weller Hourly Retirement Plan and will be further amended as follows:

1. Terminated vested status shall be granted to any terminated employee whose credits are greater than nine (9).
2. Effective for employees employed as of May 1, 1992, and hereafter employed who retire on or after May 1, 1992, the normal retirement pension benefit will be twenty-one (\$21.00) dollars per month for each year of credited service.
3. Provide unreduced retirement (retirees only) at age sixty-two (62) and three percent (3%) per year reduction age fifty-five (55) or sixty-two (62) for retirees on and after May 1, 1992.

<b>AGE</b>	<b>REDUCTION FACTOR</b>
65	1.00
64	1.00
63	1.00
62	1.00
61	0.97
60	0.94
59	0.91
58	0.88
57	0.85
56	0.82
55	0.79

4. Effective for employees employed as of January 1, 1993, and hereafter employed who retire on or after January 1, 1993, the normal retirement pension benefit will be twenty-three dollars (\$23) per month for each year of credited service.

Effective for employees employed as of January 1, 1994, and hereafter employees who retire on or after January 1, 1994, the normal retirement pension benefit will be twenty-four (\$24) dollars per month for each year of credited service.

Effective for employees as of May 1, 1997, and hereafter, employees who retire on or after May 1, 1997, the normal retirement pension benefit will be twenty-six (\$26) dollars per month for each year of credited service.

Effective for employees as of May 1, 1998, and thereafter, employees who retire on or after May 1, 1998, the normal retirement pension benefit will be (\$28) per month for each year of credited service.

Effective for employees as of May 1, 1999, and thereafter, employees who retire on or after May 1, 1999, the normal retirement pension benefit will be twenty-nine dollars (\$29) per month for each year of credited service.

Effective for employees as of May 1, 2002, and thereafter, employees who retire on or after May 1, 2002, the normal retirement pension benefit will be based on a formula calculated per the following:

1.1 % x Avg. Total Compensation (from 60 high consecutive months out of 120) x Credited Years of Service

Effective for employees active on and after May 1, 2002, who retire at age 60 or older with 10 or more years of credited service will have an unreduced pension benefit.

The Employer agrees to appoint two (2) person who are members of the collective bargaining unit covered by this agreement to the Retirement Committee established in ARTICLE IX of the Retirement Plan, the persons so appointed to be employees of the employer with at least five (5) years of continuous employment with the Employer who shall be elected or otherwise designated by the Union for appointment to said Retirement Committee.

It shall be a condition to the continuation of the Plan that it continues to be a qualified plan under the Internal Revenue Code.

## ARTICLE 31 – Military Service

Any employee inducted into Military Service will be accorded all re-employment rights provided by law.

1. Regular Full-time employees called to active military duty will receive supplemental pay (the difference between base pay and military pay) based on the employee's base hourly rate (including holiday pay but excluding overtime pay) for a maximum of six (6) months. The supplemental pay from the Company will begin on the employee's first day of active duty, once proofs of military pay documents are provided to the employee's Line Manager. Regular full-time employees called to reserve training will receive the same supplemental pay consideration for up to fifteen (15) days. If the employee's military pay alone is equal to or more than the employee's regular hourly rate, no supplemental pay will be provided.
2. Continuation of health insurance benefits is available as required by applicable federal and state laws. The Company will continue coverage under the following benefits for both the employee and covered dependents at the active employee rate for up to 12 months: medical, prescription drug, dental, employee assistance program, vision, health care flexible spending accounts, legal assistance, and dependent life insurance. While on Military Leave the employee is still responsible for their contributions for benefits. Deductions for these benefits can be made through any supplemental pay the employee receives or through our Benefits Billing Service. After coverage for health care benefits expire, an employee taking a Military Leave for active duty will be eligible to enroll for continued coverage of health care benefits under the provisions of COBRA.
3. During the time the employee is on Military Leave, all employee life insurance, accidental death & dismemberment, short- and long-term disability coverage will be suspended. Employee programs will not be available. Upon return to work, all benefits will be reinstated, and the employee will be treated as though he or she was continually employed for purposes of determining benefits eligibility.
4. In regard to the Pension Plan, Credited Service and Vesting Service will be provided for time spent on Military Leave provided that the employee returns to employment with the Company. Contributions to the 401(k) Union Plan will continue to be made during the period the employee is on Military Leave and receives supplemental pay from the Company.

5. Lastly, any unused vacation time that would have expired during the period of Military Leave will be paid out by the Company and any applicable credit for accrued vacation time will be provided.

## ARTICLE 32 – Supervisory Personnel

**Section 1.** Supervisory Personnel, not covered by this Agreement, will not displace employees in the bargaining unit by performing work regularly performed by them. The foregoing however, shall not limit the performance of activities by Supervisory Personnel, which are a part of their assigned function, in addition to the following conditions:

- a. In the event of breakdowns or emergencies which interfere with the performance of regular jobs
- b. In the instruction and training of employees
- c. Development or experimental work on, or testing of equipment, products or methods
- d. To replace an absent employee for whom a qualified replacement is not immediately available.

**Section 2.** It shall be the function of a crew leader or other working leader to relay instructions from supervisory personnel, not to discipline or exercise other functions to supervisory personnel.

## ARTICLE 33 – Notification of Inability to Work

In order to help eliminate emergency conditions, any employee having knowledge of a situation or condition which will necessitate a period of absence of such employee from assigned work, it will be the employee's responsibility to notify the employee's department head or line manager at least three (3) days prior to the knowledge of such planned absence, so as to permit the recalling to work of a replacement.

## ARTICLE 34 – Discipline and Discharge

**Section 1.** The Employer shall have the right to discharge employees during their probationary period with or without cause, and without recourse by the Union or by such probationary employee to the grievance procedure of this agreement

The Employer shall have no responsibility to re-employ probationary employees if they are laid off or discharged during their probation. The Employer will keep the Union informed as to layoff or termination of probationary employees.

**Section 2.** The Employer agrees that employees who have successfully completed their probationary period and established seniority under this agreement will thereafter be disciplined or discharged only for just cause.

## ARTICLE 35 – Rules of Conduct

**Section 1.** The Employer expects and requires that all employees conduct themselves in a manner consistent with generally accepted standards of decency and propriety.

**Section 2.** In this regard, the following rules of conduct are mutually agreed to:

### **Minor Offenses**

1. Failure on the part of an employee during working hour to devote self diligently to employee's assigned duty.
2. Performance of assigned duty in an incompetent manner.
3. Failure to carry out instructions of the supervisor in charge.
4. Failure of employees to so conduct themselves toward fellow employees as to make for peaceful and hearty cooperation in the carrying on of the business of the position in which each employee is engaged. A warning, which is more than one (1) year old, shall not be the basis for discharge.

**Section 3.** The Company agrees to use the following process to administer **progressive discipline for minor offenses**:

1. The employee will be given a verbal warning for a violation of a work rule.
2. The employee will be given a written warning for violating the same or another work rule within twelve (12) months.
3. The employee will be given a three (3) day suspension and final written warning for violating the same or another work rule within twelve (12) months
4. The employee will be suspended for a period not to exceed five (5) working days with the intent to terminate for violating the same or another work rule within twelve (12) months.

Any form of disciplinary action including verbal, written, or suspension warnings in this section shall be issued to employee(s) within seven (7) working days of the Company's knowledge of the occurrence. This excludes Saturdays, Sundays, holidays, vacations, illness, or regularly scheduled off days.

The Company may suspend an employee for Serious Offenses without pay for up to five (5) days, pending investigation into the alleged misconduct. Suspensions may be extended in exceptional circumstances. The employee and the Unit President will be notified before any extension of such suspension. Should the employee be found not responsible for any wrong-doing or violation of a serious offense, the employee shall be reinstated to work with back pay.

Any offense that does not fall into the minor or serious category but falls somewhere between the two will be handled on a case-by-case basis.

Any discipline which is more than one (1) year old will become inactive and shall not be used in the issuing of future discipline.

### **Serious Offenses**

1. Conviction of a felony or any other crime involving moral turpitude. The Employer shall have the right to suspend any employee accused of such a crime from the time of the employee's arrest therefore through the time of trial for such alleged crime.
2. Violation of state law and/or company policy with reference to the carrying of concealed weapons, fighting or attempting bodily injury to another; drunkenness; conduct which violates common decency or morality.
3. Stealing or malicious mischief resulting in the injury or destruction of property of the Employer or other employees of the Employer.
4. Carelessness, which endangers or causes injury to the person or property of the Employer or of fellow workers.
5. Smoking prohibited during working hours or at any time on the premises of the Employer except in designated areas posted by the Employer.
6. Failure to immediately report accidents or personal injuries to delegated authority whenever possible.
7. Insubordination (including refusal or failure to perform work assigned) or to use profane or abusive language toward a fellow employee or an official of the Employer.
8. Absence from work without notice to and permission from supervision, except in case of sudden illness beyond control of a character which prevents giving notice.

9. Leaving prior to the end of scheduled shift without notice to and permission from supervision.
10. Changing working places without orders or prowling around on the premises of the Employer away from assigned places.
11. Falsifying or refusing to give testimony when accidents are being investigated or for making false statements when applications and physical examinations are being made.
12. Sleeping on duty.
13. Introduction, possession or use of intoxicating liquors on property of the Employer.
14. Habitual use of habit forming drugs or their introduction or possession on property of the Employer.
15. Failure on the part of an employee to so handle personal affairs as to prevent a third attachment of wages in the hands of the Employer during a twelve (12) month period.
16. Each employee shall give to the Employer written consent authorizing the Employer's duly authorized representative to search employee's person, baggage, or vehicle. Any search of person of any female employee will be conducted only by a woman designated by the Employer. Any employees refusing to give this written consent shall be promptly discharged by the Employer.

## ARTICLE 36 – No Strike and No Lockout Clause

The Union agrees that during the period of this agreement the Union, its officers, representatives, and members shall not take part in any strike, slow down or stoppage of work, boycott, picketing, or other interruption of or interference with the work and business of the Company. The Union further agrees that it will not honor or recognize, and that it will advise and instruct all employees covered by this agreement not to honor or recognize any picket line or picketing in any form whatsoever by any union not a party to this agreement at the plant, offices, warehouses, or any other facility or operation of the Company, regardless of where the same may be situated or located, during the entire term of this agreement.

The participation by any employee in any conduct prohibited by this Article or the failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Company.

In consideration of this no strike covenant and pledge by the Union and employees, the Company agrees that it shall not lockout employees during the period of this agreement.

## ARTICLE 37 – Grievance Procedure and Arbitration

**Section 1.** Any disputes, complaints or grievances arising from alleged violations of this agreement by the Employer shall be settled and determined throughout the following procedure:

**Step 1:** Any employee having a grievance will first attempt to adjust same with the union steward and the employee's immediate foreman;

**Step 2:** If not successful within two (2) working days, the grievance shall be reduced to writing, signed by the employee and the union steward, the department head and the company's Human Resource representative will attempt to adjust the grievance;

**Step 3:** If not successful within three (3) working days, a Representative of the Employer and Representative of the Union, both especially appointed for such purpose, will attempt to adjust the grievance.

**Section 2.** Any dispute, complaint, or grievance arising from an alleged violation of this agreement shall be considered and held to have been waived unless the same is presented at Step 2 within ten (10) working days from the date on which said dispute, complaint, or grievance arose.

**Section 3.** Grievances under the terms of this agreement shall be arbitrated in accordance with the rules of the Federal Mediation and Conciliation Service, which are then in effect, and the Arbitrator for each such case shall be selected in accordance with said rules. The Arbitrator so selected shall have power to receive testimony from the parties to the dispute and hear such witnesses as they may desire to present. The parties may, if they so desire, be represented by counsel in all proceedings had before the Arbitrator.

The Employer shall bear the cost of preparing and presenting its case to the Arbitrator and the Union shall bear the cost of preparing and presenting its case to the Arbitrator. All other expenses of arbitration, such as but not limited to the Arbitrator's fee, the cost of recording and transcribing testimony, shall be divided equally between the Employer and the Union.

The Union shall have ninety (90) days following its receipt of the Company's Third Step response to any grievance to notify the Company of its intent to arbitrate the grievance and to notify the Federal Mediation and Conciliation Service, as set forth above. Failure by the Union to comply with these time limits shall constitute: (1) a waiver of the Union's right to arbitrate the grievance; and (2) a withdrawal of the grievance by the Union.



**Section 4.** The Arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this Agreement. In the case of a discharge or disciplinary layoff grievance, the Arbitrator shall have the power to return the grievant to employee status with or without restoration or back pay, or mitigate the penalty as equity suggests under the facts.

**Section 5.** The Union shall have the right to institute and process policy grievances in its own name for the purpose of obtaining a prospective determination of questions of application of provisions of this Agreement to employees generally and not redress for individual employees. Any such grievance and any grievance relating to discipline shall be instituted in Step 2.

**Section 6.** The parties mutually agree that any disputes or grievances which are the subject of this Article should be resolved as promptly and expeditiously as possible and that unnecessary delays in the grievance and arbitrations procedures are to be avoided. Whenever the parties mutually agree:

- a. More than one issue may be submitted to the same arbitrator, or
- b. Expedited procedures may be resorted to.

## ARTICLE 38 – Collective Bargaining

This agreement represents the full and complete agreement between the parties of all bargainable issues for the durations hereof. Both the Employer and the Union specifically waive, for the duration of this Agreement, any obligation on the part of the other to bargain collectively with respect to any subject or matter not expressly covered by this Agreement; provided, however, that in the event the employer establishes any new job classification or makes substantial changes in an existing job classification.

Subsequent to the effective date of this Agreement, appropriate Union representatives at a mutually agreeable time and place and negotiate in good faith the rate for such new or changed job classification in an effort to agree upon such rate. Any disagreements, disputes, or differences with respect to the rate of pay for any such new or changed job classification shall be subject to the grievance procedure and arbitration under Article 37 of this Agreement.

## ARTICLE 39 – Union Activity

**Section 1.** Union activity within the Plant during working hours shall be limited to the investigation of grievances or meeting with Employer officials or supervisors. Subject to the need and availability of a replacement and other practical considerations on the conduct of the Employer's business, an employee will be given permission to contact the Union representative where reasonably required in connection with any violation of this Agreement and such permission will not be

unreasonably delayed. The Representative of the Union who customarily handles grievances in Step 3 shall have access to the Plant, subject to the established rules of the Plant, at reasonable times to investigate grievances with which The Representative is concerned.

**Section 2.** A bulletin board shall be furnished by the Employer for the Union's use for the purpose of posting notices, or any other material not scandalous, indecent, or detrimental to the business of the Employer.

**Section 3.** When employees are required to meet with Employer representatives during the employee's normal working hours with respect to matters arising under this contract (other than the arbitration of grievances and other than contract bargaining negotiations) the employee will be paid the regular rate for all such time so spent in meeting with Employer representatives.

## ARTICLE 40 – Labor Management Committee

In order to promote better understanding between the Employer and Union, a Labor-Management Committee will be formed, comprised of three (3) Union representatives consisting of the Union President, Vice President, and Chief Steward, and three (3) employer representatives consisting of the Director of Human Resources and two others, one of whom shall be an office of the Employer. Meetings of said committee shall be held every two months during working hours on the premises of the Employer, unless otherwise mutually agreed between the parties. Such sessions will not be utilized for discussion of pending grievances.

The Company agrees to pay one (1) Union Committee member to attend the Union's Annual Safety & Health Symposium and the District 8 Summer Institute.

## ARTICLE 41 – Discrimination

The Company, the Union, and all employees covered by this agreement agree that there shall be no discrimination against any employee on account of race, creed, color, national origin, sex or age. It is the intention of the Company, the Union, and all employees covered by this agreement to scrupulously comply with all laws, Federal, State, Local, and Executive Orders, which are applicable to the Company or the Union.

## ARTICLE 42 – Entire Agreement

This agreement sets out the entire understanding between the Employer and the Union. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this agreement applies only to the Employer's operation at Shively, Kentucky and no employee covered by this agreement shall ever have or be entitled to any rights, benefits, or privileges in any other plant or operation of the Employer (now existing or hereafter established) by virtue of this agreement.

None of the benefits, rights, or privileges accorded in this agreement to the Union or to any employee covered by this agreement shall survive the expiration or termination of this agreement, or any permanent discontinuance of operations, or any part thereof, of the Employer's distillery operations at Shively, Kentucky.

Nothing in this Article shall prevent the parties from entering into discussion of the purpose and intent of the provision of this Agreement or from entering into any mutually agreeable amendment or modification during its terms, including without limitation provision as to conduct of any permanent discontinuance of operations, should that occur.

### ARTICLE 43 – Saving Clause

In the event any provision of this agreement is held to be in conflict with or violation of any State or Federal statute, such statute, rule or decision or valid administrative rule or regulation shall govern or prevail, but all provisions of the agreement not in conflict therewith shall continue in full force and effect anything herein apparently to the contrary notwithstanding.

### ARTICLE 44 – Duration of Agreement

This Agreement shall become effective on the first day of May 1, 2023, and shall remain in full force and effect until the last day of April 2026. Thereafter, this Agreement shall be automatically renewed from year to year for one (1) year period, unless either party gives written notice by registered mail to the other party sixty (60) days prior to any such automatic renewal date of its desire to amend or terminate this Agreement.

However, if agreement has not been reached on the question at issue when this Agreement would otherwise terminate under the foregoing provision, this Agreement shall nevertheless continue in effect, subject to the right of either party to give notice to the other party that this Agreement will terminate on a date specified which shall not be less than ten (10) days subsequent to the date when notice is given, and from and after the date specified, this Agreement shall be of no further force or effect.

It is understood that where any such notice is given, the Employer is entitled to schedule, prior to the date when shutdown or interruption will or might occur, so as to produce an orderly shutdown, and employees curtailed in the course of such scheduling shall not have the right to displace other employees.

## Exhibit A – WAGE SCHEDULE

Wage Rate Percentage Increases and Effective Dates	Wage Rate Effective May 1, 2023 (3% % increase)	Wage Rate Effective May 1, 2024 (3% increase)	Wage Rate Effective May 1, 2025 (4% % increase)
<b>SCALE OF WAGES – (straight time wage rates showing the percentage increases for each job position)</b>			
<b>Truck Driver</b>	\$27.35	\$28.17	\$29.30
<b>Shipping/Receiving - Bottling</b>	\$24.38	\$25.11	\$26.11
<b>Warehouse Associate</b>	\$24.38	\$25.11	\$26.11
<b>Electromechanic</b>	\$37.72	\$38.85	\$40.40
<b>Processing Operator</b>	\$28.01	\$28.85	\$30.00
<b>General Operator</b>	\$19.00	\$19.00	\$19.76
<b>Technical Operator</b>	\$26.79	\$27.59	\$28.69

**Crew Lead roles will remain separate from the wage schedule.**

**The rate of pay for a Warehouse Crew Lead will be \$1.48 per hour higher than that of a Warehouse Associate.**

**The rate of pay for a Bottling Crew Lead will be \$1.48 per hour higher than that of a Technical Operator.**

**All new employees will be paid a percentage of their classification’s hourly wage as follows:**

0-6 months – 90%

6-12 months – 95%

12 months and one day – 100%

The Company and the Union mutually agree that the wage scale noted above may be amended in the event that the Company is having difficulty hiring and/or retaining new employees.

## LETTER OF UNDERSTANDING – Drug Free Workplace

Letter of Understanding between United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union District #8, Unit #23, Local #1693, hereinafter referred to as the “Union” and United Distillers Manufacturing, Inc. hereinafter referred to as the “Company”.

Inasmuch as United Distillers Manufacturing, Inc. is considered a “Government Contractor” for purposes of the Drug-Free Workplace Provisions of the Omnibus Drug Initiative Act of 1989, the Union and the Company agree and understand that the following action may be undertaken by the Company during the term of the labor agreement between the parties effective May 1, 1997.

1. Given written notice to their employees that the distribution, possession or use of illegal drugs in the workplace is prohibited and that specific action will be taken against employees violating this policy.
2. Establish programs to educate employees on the dangers of workplace drug abuse, on possible penalties, and on the available counseling and rehabilitation services for those with drug problems.
3. Require employees to abide by drug-free workplace standards and to notify their employer of convictions for criminal drug violations that occur in the workplace within five (5) days of the conviction.
4. Notify the government agency managing the federal contract of grant about the conviction of an employee for drug offenses occurring in the workplace within (10) days after receiving notice of the conviction.
5. Take disciplinary action against workers with workplace drug convictions or require participation in a drug rehabilitation program within thirty (30) days after receiving notice of the conviction.
6. Make a good faith effort to maintain a drug-free workplace.
7. In the event that the Company implements a drug-testing program, it will be negotiated with the Union.

May 19, 1992 (Original Date of LOA)

## LETTER OF UNDERSTANDING – American Disabilities Act (ADA)

Letter of Understanding between United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union District #8, Unit #23, Local #1693, hereinafter referred to as the “Union”, and DIAGEO hereinafter referred to as the “Company”.

Inasmuch as the Union and the Company agree that they are legally bound to comply with appropriate provision of the American Disabilities Act of 1990, hereinafter referred to as the “ADA”, it is mutually agreed as follows:

1. Nothing contained within the Labor Agreement shall be construed in such a manner as to violate applicable provisions of the ADA or to prohibit the Union and the Company from initiating any action deemed mutually necessary to avoid noncompliance by either party.
2. If issues regarding compliance arise during the term of the Agreement, representatives of the Union and the Company will meet to discuss and resolve such issues expeditiously.
3. The Union and the Company agree that they shall jointly take whatever action is deemed appropriate to fulfill the underlying premise of the Employment Provisions of Title I, which is that persons with disabilities should not be excluded from job opportunities unless they are actually unable to do the job.
4. Nothing contained herein or within the Agreement is intended to alter recognized principles of liability regarding either the Union or the Company or to be construed as shifting recognized liability from one to the other.
5. A joint committee, with one-half (1/2) of the representative appointed by the Union, will meet at least annually to discuss the evolving status of ADA Compliance.

# LETTERS OF UNDERSTANDING

Between

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION DISTRICT  
#8, UNIT # 23, LOCAL # 1693

&

DIAGEO

The following Letters of Understanding regarding “grandfathered” employees, were agreed to and effective with the new five (5) year bargaining agreement effective May 01, 1997, and are on file with the original signed bargaining agreement document in the offices of the International Representative and the Director, Human Resources:

1. Letter#1997-2
2. Letter#1997-3
3. Letter#1997-4
4. Letter#1997-5
5. Letter#1997-6
6. Letter#1997-7

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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