



AGREEMENT

ADD NAME (“the Employer”) and International Union of Operating Engineers, Local No. 49 (“the Union”) hereby agree as follows:

1. *The bargaining unit.*

1.1 The bargaining unit as of the date of the execution of this Agreement is hereby defined as follows:

All full-time and regular part-time Brewery Assistants / Cellermen, Brewery Assistants, Brewery Technicians, Facilities Associates, Packaging Associates, Packaging Leads, Packaging Operators, Packaging Palletizers, Production Mechanics, Production S&R Clerks, Quality Lab Techs, Senior Brewers, Shift Brewers, Truck Drivers, and Warehouse Associates employed by the Employer at its facility located at **Add address/location here** ; *excluding* managerial employees, confidential employees, supervisors and guards as defined in the National Labor Relations Act, and all other employees.

1.2 It is understood that the classifications of employees and/or locations of employees in the bargaining unit might change during the term of this Agreement. The Union may at reasonable intervals contact the Employer and request whether paragraph #1.1 is still accurate and correct, or whether it needs to be updated. If paragraph #1.1 needs to be updated, the Employer shall, within seven (7) calendar days, provide an updated unit description to the Union.

2. The Union may file a petition for a representation election with the National Labor Relations Board (NLRB), seeking an election among the employees in the bargaining unit.

2.1 In response to such petition for a representation election, the Employer will submit a proposal for a Stipulated Election Agreement to the Union and the NLRB, and such proposal will call-for an election no later than the forty-second day after the filing of the petition. The election shall be held over a one-day period or two-day period, and the parties will request the NLRB to hold a polling session at each location.

3. Nothing in paragraph #2 shall be interpreted to preclude the Union from, after filing a petition for a representation election with the NLRB, requesting that the Employer grant voluntary recognition to the Union based upon support from a majority of the eligible employees in the bargaining unit. In the event that the Union makes such a request for voluntary recognition, the Employer shall respond to that request within seven (7) calendar days, unless the parties agree to an extension of time for the Employer to respond. If the Union makes a request for voluntary recognition, and the Employer denies that request, the Employer shall still comply with paragraph #2.1 above.
4. The Union agrees that the Union shall not engage in any picketing, work stoppages, or boycotts against the Employer. The Employer agrees that the Employer shall not engage in a lockout of employees.
5. *Labor Peace Agreement.*
 - 5.1 It is understood and agreed by the parties that this Agreement constitutes a “labor peace agreement” under the Minnesota cannabis laws, specifically Minnesota Statutes §342.01, subd. 47, and §342.14, subd. 1(d). (As part of this, the parties agree that the Union is a “bona fide labor organization” under Minnesota Statutes §342.01, subd. 9.)
 - 5.2 The Union hereby attests that, by executing this Agreement, the Employer has entered into such “labor peace agreement” with the Union, as defined in Minnesota Statutes §342.01, subd. 47, and §342.14, subd. 1(d).
 - 5.3 If and when requested by the Employer, the Union shall sign a separate attestation form, letter, or other written communication in which the Union states that the Employer and the Union are parties to a qualifying “labor peace agreement” under the Minnesota cannabis laws, as noted above.
6. For purposes of this agreement a “claim of breach” shall be defined as any dispute over the interpretation or application of the written provisions of this Agreement, and shall be resolved through the process set forth in this paragraph #6 of this Agreement. If one party contends that the other party breached this Agreement, the complaining party shall submit a written notice of the claim of breach to the other party within twenty-one (21) calendar days of the occurrence, and this notice shall include (1) an identification of the paragraphs of this Agreement allegedly breached, (2) a detailed account of the facts that the complaining party contends supports its claim of breach, and (3) a requested remedy. In the event that the parties are unable to resolve the claim of breach, the complaining party may demand to submit the dispute to final and binding arbitration, provided that the complaining party provided the required notice of claim of breach within twenty-one (21) calendar days of the occurrence and followed the process set forth in this paragraph #6. The parties shall first attempt to mutually agree on a different arbitrator. If the parties are unable to agree on the neutral arbitrator, then the parties shall request a metropolitan panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties shall alternately strike names off the panel, with the party claiming the breach of this Agreement striking first, and the last remaining arbitrator being the selected arbitrator. If the parties are unable to agree on the neutral arbitrator, and FMCS is not able to furnish a panel of arbitrators, then the parties shall request the panel of seven arbitrators from Minnesota Bureau of Mediation Services (BMS). The arbitrator shall have no authority to add to, subtract from, or modify in any manner the express terms and provisions of this

Agreement. The fees and expenses of the arbitrator shall be divided equally between the Union and the Employer.

7. As of the date of entering into this Agreement, Minnesota law provides that an applicant to obtain or renew a cannabis license shall include an attestation signed by a “bona fide labor organization,” stating that the applicant has entered into a “labor peace agreement” with the labor organization. In the event that the Minnesota cannabis laws are changed or revised to remove, delete, or no longer include the “labor peace agreement” requirement for a cannabis license – or in the event that a court of competent jurisdiction determines that the “labor peace agreement” requirement set forth in the Minnesota cannabis laws for a cannabis license is unenforceable, invalid, unlawful, unconstitutional, or preempted by federal law – this Agreement may be terminated by either party with written notice to the other party. Such notice shall operate to terminate this Agreement even if or though the expiration date set forth in paragraph #8 has not been reached.
8. This Agreement shall be effective from the date on which the second party executed this Agreement through March 31, 2030.
9. In the event that the Employer enters into an agreement with a buyer that is taking over the operations supported by employees in the bargaining unit identified in paragraph #1 above, the Employer shall provide a copy of this Agreement to the buyer, and shall provide the buyer with, to the extent available, the name and contact information for the Union’s Business Manager and General Counsel.

ADD NAME COMPANY

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 49

_____ Date: _____ Date: _____